

SUPREME COURT
CRIMINAL TERM

NEW YORK COUNTY
PART 59

THE PEOPLE OF THE STATE OF NEW YORK : INDICTMENT #
71543/2023

-against

DONALD J. TRUMP,

Defendant.

:
:
:
:
:
:
: Falsifying Business Records
First Degree

100 Centre Street
New York, New York 10013
April 30, 2024

B E F O R E:

HONORABLE JUAN M. MERCHAN,
JUSTICE OF THE SUPREME COURT

A P P E A R A N C E S:

FOR THE PEOPLE:

ALVIN L. BRAGG, JR., ESQ.
New York County District Attorney
BY: JOSHUA STEINGLASS, ESQ.,
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CHRISTOPHER CONROY, ESQ.,
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Assistant District Attorneys

FOR THE DEFENDANT:

BLANCHE LAW
BY: TODD BLANCHE, ESQ.
EMIL BOVE, ESQ.
NECHELES LAW, LLP
BY: SUSAN NECHELES, ESQ.
KENDRA WHARTON, ESQ.

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1 *****

2 THE COURT: Good morning.

3 Please be seated.

4 THE CLERK: Calling from the Part 59 calendar,
5 calendar number 1 and 2, SMZ 71762 of '24 and SMZ 71764 of
6 '24. Donald Trump.

7 Appearances.

8 MR. STEINGLASS: For the People, ADAs Joshua
9 Steinglass, Becky Mangold, Susan Hoffinger, Christopher
10 Conroy, Matthew Colangelo and Katherine Ellis.

11 MR. BLANCHE: Good morning. I am Todd Blanche.
12 And I am joined by Emil Bove, Susan Necheles and Kendra
13 Wharton.

14 Good morning.

15 THE COURT: Good morning.

16 We have a couple of housekeeping matters first.

17 I know that both sides wanted to work something out
18 with the sound system.

19 It's my understanding that that is going to be
20 worked out?

21 There is a plan in place?

22 MR. STEINGLASS: I believe so. Yes, Judge.

23 MR. BLANCHE: Yes. I think we're working it out,
24 and we will try to be as efficient as we can and make it as
25 smooth as possible.

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1 THE COURT: The second issue.

2 At the start of the trial, Mr. Blanche, you had
3 requested two days for high school graduations, one for
4 Mr. Trump and one for a colleague.

5 Can you tell me what those days were?

6 MR. BLANCHE: Yes, your Honor.

7 (Counsel confer.)

8 MR. BLANCHE: May 17th and June 3rd.

9 THE COURT: All right. We got through the jury
10 selection really quickly, I think we are ahead of schedule
11 and I think we have been moving well ahead since, so I don't
12 think that the May 17th date is a problem.

13 So Mr. Trump can certainly attend that date --
14 attend his son's graduation.

15 June 3rd, it's really up to you. I think, at that
16 point, the jury might be deliberating. It could be a
17 challenge.

18 MS. NECHELES: I understand, your Honor. And, of
19 course, if they are deliberating --

20 THE COURT: And if they are not deliberating, I
21 think that that will be fine as well.

22 MS. NECHELES: Thank you.

23 THE COURT: I believe the clerk of the court called
24 the SMZs into the record.

25 Let the record reflect that I'm about to hand down

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1 the Court's decisions on the hearing that we had for
2 contempt, on SMZ-71762 of '24, which covered Counts 1
3 through 3.

4 The Court finds that the People have met their
5 burden of proof and demonstrated contempt as to the second
6 and third incident, but not as to the first.

7 Mr. Trump is fined a thousand dollars on each of
8 those two.

9 As to SMZ-71764 of '24, covering incidents 4
10 through 10, the Court finds the People have met their burden
11 as to all of those.

12 And the Court imposes a punishment of \$1,000 on
13 each of those six.

14 I am handing down written decision copies for both
15 sides.

16 The details of the decision are in the written
17 decision.

18 (Handed.)

19 MR. STEINGLASS: Thank you.

20 THE COURT: Anything else that I need to go over
21 before we get back to the witness?

22 MR. STEINGLASS: There are a few matters, Judge,
23 but I don't think that they necessarily have to be discussed
24 before the witness.

25 THE COURT: Okay.

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1 Mr. Blanche?
2 MR. BLANCHE: The same with what Mr. Steinglass
3 just said.
4 THE COURT: Let's take the witness, please.
5 The date for payment is in the Order.
6 THE COURT OFFICER: Witness entering.
7 (The witness, Gary Farro, having been previously
8 sworn, enters the courtroom and resumed the witness stand.)
9 THE WITNESS: Good morning.
10 THE COURT: Good morning, sir. Welcome back.
11 THE WITNESS: Good morning, your Honor.
12 THE COURT: I remind you that you are still under
13 oath.
14 Please have a seat.
15 THE WITNESS: Thank you.
16 THE COURT: All right. We can get the jury.
17 THE COURT OFFICER: All rise. Jury entering.
18 (Jury enters.)
19 THE COURT: Please be seated.
20 THE CLERK: Continuing case on trial, People versus
21 Donald J. Trump.
22 All parties and all jurors are present.
23 THE COURT: Good morning, jurors.
24 Welcome back. I hope you had a good weekend.
25 People.

Lisa Kramsky,
Senior Court Reporter

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1 MS. MANGOLD: Thank you, your Honor.

2 *****

3 CONTINUED DIRECT EXAMINATION

4 BY MS. MANGOLD:

5 Q Good morning, Mr. Farro.

6 A Good morning.

7 Q Welcome back.

8 A Thank you.

9 Q So before we adjourned on Friday, I think you were
10 talking to the jury about a call from Michael Cohen that you
11 received on October 26th, 2016; is that right?

12 A That's correct.

13 Q And you testified that he was -- he had called to open
14 a new bank account for an entity called Essential Consultants
15 LLC; right?

16 A That's correct.

17 Q And we discussed a form that you called a KYC form?

18 A Yes.

19 Q I think you explained it stands for "Know Your
20 Customer?"

21 A Yes.

22 Q And is that an account opening document required by
23 First Republic Bank?

24 A Yes, it is.

25 Q Is that the only document that a client is required to

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1 submit to open a new bank account?

2 A No. They need to provide a master signature card,
3 which shows who the signers are on the account, as well as the
4 documentation to support, if it's a business account.

5 In this case, it was a LLC account, so they have to provide
6 us with the LLC documentation as well.

7 Q Can you remind everyone again what "LLC" stands for?

8 A Limited Liability Company.

9 MS. MANGOLD: Can we display People's Exhibit 371,
10 which is already in evidence.

11 (Displayed.)

12 THE COURT: For everyone; right?

13 MS. MANGOLD: For everybody, yes.

14 Q Can you see that on your screen, Mr. Farro?

15 A Yes, I can.

16 Q Is this a First Republic Bank email?

17 A Yes.

18 Q A series of emails?

19 A Yes, it is.

20 Q Could we focus on the top two emails in the chain,
21 please?

22 A Certainly.

23 Q Now, looking at the middle email. Who is that from?

24 A That's from Elizabeth Rappaport, who was my assistant.

25 Q Your assistant?

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1 A Yes.

2 Q And who is it to?

3 A It is to Melissa Duran, Client Service Group New York,
4 and DeWitt Hutchins.

5 Q And who is Melissa Duran?

6 A Melissa Duran worked in our Client Service Group, and
7 specifically handled some of the wire transactions.

8 Q And would you remind everyone who DeWitt Hutchins is?

9 A DeWitt Hutchins, at the time, was a preferred banker
10 working in the 56th and Madison office.

11 Q What is the date of this email?

12 A October 26th, 2016.

13 Q Is that the same day that Mr. Cohen called you to open
14 the Essential Consultants account?

15 A Yes, it is.

16 Q Can you read this email to the jury?

17 A "DeWitt - please provide the account docs for Michael
18 Cohen. Thank you."

19 Q I'm directing you to the top email on the page. Do you
20 see that there is an attachment?

21 A Yes, there is a PDF as well as another image.

22 MS. MANGOLD: And if we could briefly flip through
23 the remainder of this document.

24 (Displayed.)

25 Q Are Pages 3 through 9 of this PDF the other account

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1 opening documents for Essential Consultants LLC?

2 A Yes. This is what I referenced prior.

3 MS. MANGOLD: And can we turn now to Page 3 of the
4 PDF.

5 (Displayed.)

6 Q Focus on the top half of the page.

7 What is this document?

8 A This is the business signature card. This determines
9 who has the ability to sign on the account.

10 Q And it also contains an agreement to open accounts?

11 A Yes, it does.

12 Q What entity is this for?

13 A Essential Consultants LLC.

14 Q And if you look at the bottom of the box that we are
15 looking at, in the lower-most row, where it says "Type of
16 Business," what type of business is listed?

17 A Consulting.

18 Q And is that business type something that's provided by
19 the client in this case?

20 A Yes, it is.

21 Q And that's Mr. Cohen here?

22 A Yes. We asked for the purpose of the account and that
23 was the answer.

24 Q Was the purpose for the account given in this form
25 consistent with what Mr. Cohen told you on the phone call

1 earlier that day?

2 A Yes, it is.

3 Q And is it consistent with the purpose of the account
4 stated in the Know Your Customer form that we looked at on
5 Friday?

6 A Yes, it is.

7 Q And if we scroll down a little bit to the middle
8 portion of the page. Who is listed as the authorized signers
9 for the account?

10 A Michael Cohen.

11 Q And any other authorized signers?

12 A No, there is not.

13 Q All right.

14 MS. MANGOLD: Can we turn to Page 4 of the PDF.

15 (Displayed.)

16 Q Is this another part of the same document that we just
17 looked at?

18 A Yes. This is the signature page of that document.

19 Q Do you recognize the signature near the bottom of the
20 page?

21 A Yes. It's Michael Cohen's.

22 Q And what's the date of that?

23 A 10/26/16.

24 Q And looking now at the box at the bottom of the page,
25 is there an account number provided?

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1 A Yes, there is.

2 Q And what are the last four digits of the account
3 number?

4 A 1897.

5 Q And in the right-most column it says "open by." Who is
6 listed there?

7 A DeWitt Hutchins.

8 MS. MANGOLD: If we could flip to the following
9 page, Page 5 of the PDF.

10 (Displayed.)

11 Q Do you recognize this document?

12 A Yes.

13 Q What is this?

14 A This is an addendum to the signature card. This kind
15 of gives the information on the authorized signer.

16 Q And this is another required document to open a bank
17 account?

18 A Yes, it is.

19 Q What is the account name listed at the top?

20 A Essential Consultants LLC.

21 Q And do you see a signature at the bottom?

22 A Yes. Michael Cohen's.

23 Q And what's the date?

24 A 10/26/16.

25 Q All right. Now, flipping through the last few pages of

1 the PDF.

2 Are Pages 6 through 9 of the PDF -- well, what are these
3 documents?

4 A These are the opening of a LLC's accounts as well as
5 the tax ID number provided by the Internal Revenue Service.

6 Q Are these documents generated at First Republic Bank or
7 provided by the client?

8 A No, they are provided by the client. They are
9 generated by the IRS.

10 Q And turning now to Page 6 of the PDF.

11 What is this?

12 (Displayed.)

13 A This is -- the account was opened in Delaware, as most
14 LLCs are that I do business with.

15 And it's a Certificate of Formation of Essential
16 Consultants.

17 Q And what is the date and time that Essential
18 Consultants was formed?

19 A October 17th, 2016 at 10:21 a.m.

20 Q And just for -- in the interest of clarity, is this
21 provided by the IRS or some other entity?

22 A My understanding is it's provided by -- the tax ID is
23 provided by the IRS. And this is provided by the State of
24 Delaware.

25 MS. MANGOLD: If we could flip to Page 7 of the

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1 PDF please.

2 (Displayed.)

3 Q What is this?

4 A This is the State of Delaware's Limited Liability
5 Company formation doc, and it shows Michael Cohen as the
6 authorized person.

7 MS. MANGOLD: And then, finally, flipping to -- if
8 we can flip through Page 8 to Page 9 of the PDF; and
9 focusing on the bottom of the page.

10 (Displayed.)

11 Q Is this the document that you referenced earlier was
12 issued by the IRS?

13 A Yes.

14 Q And this has an Employer Identification Number?

15 A Yes.

16 Q What is that?

17 A It's essentially -- to equate it to something, it's
18 like the Social Security number for businesses. It's a tax ID
19 for businesses.

20 Q All right.

21 MS. MANGOLD: Can we take that down.

22 Now can we display to everyone what is admitted in
23 evidence as People's 370.

24 (Displayed.)

25 Q Is this another set of First Republic Bank emails?

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1 A Yes, it is.

2 Q Who is on these emails?

3 A Myself and DeWitt Hutchins.

4 MS. MANGOLD: Can we look at the bottom portion
5 of the page, please.

6 (Displayed.)

7 Q Who is this email from?

8 A DeWitt to the myself.

9 Q What's the subject?

10 A "Michael Cohen."

11 Q And can you read the first line of the email, please?

12 A Sure.

13 "Account is good to go - gave him wire instructions and
14 ordered checks."

15 Q What did you understand "good to go" to mean?

16 A It means that it's open and ready to be funded.

17 Q And based on the date of the email and who it's from,
18 do you know what account this is referencing?

19 A Essential Consultants LLC.

20 Q Now, looking at the date and time above, did DeWitt
21 send this on the same day that you received the call from
22 Mr. Cohen?

23 A Yes.

24 Q And you spoke to Mr. Cohen that morning about opening
25 this account?

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1 A That's correct.

2 Q What's the date stamp of this email?

3 A Oh, the date, excuse me, October 26th, 2016.

4 Q I'm sorry, the time stamp of the email?

5 A Okay. 2:35 p.m.

6 Q So about how long did it take to open the account
7 between the time that Mr. Cohen called you and the time that
8 Mr. Hutchins confirmed that the account was opened?

9 A Five to six hours or so.

10 Q Did Mr. Cohen indicate that opening this account was
11 urgent when he called you?

12 A Yes. Michael Cohen -- everything was urgent with
13 Michael Cohen.

14 Q So why did it take five or six hours to open the
15 account?

16 A Michael Cohen's not our only client, so we do have
17 other things that take precedence. Moving in and opening an
18 account in a singular day is considered very quick.

19 Q Is that because there is some processes that the bank
20 needs to undertake in order for the account to be opened?

21 A Absolutely.

22 Q And does that require certain checks by the back
23 office, is -- I think you called it?

24 A Correct. As well as data entry, getting the paperwork
25 back, et cetera.

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1 Q So we've now looked at the account opening documents
2 for Essential Consultants in some detail; right?

3 A Yes.

4 Q Probably more detail than anybody wanted.

5 A (Laughter.)

6 Q Did any of the account opening paperwork indicate the
7 account would be used to make a payment on behalf of a political
8 candidate?

9 A No.

10 Q Would the bank's process for opening the account be
11 different if Mr. Cohen had indicated the account would be used
12 to make a payment on behalf of a political candidate?

13 A There would be additional scrutiny.

14 Q And what do you mean by that?

15 A It would reach the second line of defense.

16 Q Would that have delayed the opening of the account?

17 A Quite possibly.

18 Q Is it possible that the account wouldn't have been
19 opened at all?

20 A It's possible.

21 Q Did any of the account opening paperwork indicate that
22 the account would be used to buy the rights to a media story?

23 A No.

24 Q Would the bank's process for opening the account be
25 different if Mr. Cohen had indicated that the account would be

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1 used to buy the rights to a media story?

2 A Not necessarily, but we would certainly ask additional
3 questions.

4 Q Was that consistent with the stated purpose of the
5 account on the phone call to you, that it was for real estate?

6 A That would not be consistent with what it was, and
7 that's why we would ask additional questions.

8 Q Did any of the account opening paperwork indicate the
9 account would be used to pay an adult film star?

10 A No.

11 Q Would the bank's process for opening the account be
12 different if Mr. Cohen had indicated that the account would be
13 used to pay an adult film star?

14 A Absolutely.

15 Q How would it be different?

16 A Well, we would certainly ask additional questions.
17 It's not our money to determine where it goes; however, it is an
18 industry that we do not work with, so there would be a
19 determination made by the second and third line of defense if it
20 was something that we would move forward on.

21 Q And that would have delayed opening the account?

22 A That would certainly have delayed it.

23 Q And is it possible that the account wouldn't have been
24 opened at all?

25 A Yes, it is.

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1 Q All right. Looking back at this email from
2 Mr. Hutchins.

3 Can you read the bottom portion of the email?

4 (Displayed.)

5 A "Said he would swing by here in a little bit. Thanks."

6 Q Who did you understand "he" to be in that sentence?

7 A Michael Cohen.

8 Q And why would Mr. Cohen swing by the bank if the
9 account was already opened?

10 A Because he needed to fund the account for it to be
11 live.

12 Q He had to put money into the account for the account to
13 actually be fully opened?

14 A That's correct.

15 Q All right.

16 MS. MANGOLD: Can we turn to what's already in
17 evidence as People's Exhibit 372.

18 (Displayed.)

19 MS. MANGOLD: Can we focus on the bottom two emails
20 on the page.

21 (Displayed.)

22 Q Are these First Republic Bank emails?

23 A Yes.

24 Q Turning now to the bottom email on the page. Who is
25 that from and to?

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1 A Elizabeth Rappaport to Michael Cohen.

2 Q What is the subject of the email?

3 A The subject is "First Republic Bank Transfer."

4 Q And what is the date and time of this?

5 A October 26th, 2016 at 2:53 p.m.

6 Q And the last email that we saw was 2:35 that same day;
7 is that correct?

8 A That's correct.

9 Q And so what was the approximate time between that last
10 email and this email that was sent?

11 A Oh, 23 minutes.

12 Q Good math.

13 Do you see something called "Importance" at the bottom of
14 the top box of the email?

15 A Yes. It's of high importance.

16 Q And do you know what that is -- like, what that
17 designation indicates?

18 A That something needs to be done quickly.

19 Q Can you read the body of the email to the jury?

20 A "Good afternoon, Mr. Cohen. Per our conversation over
21 the phone, please confirm your request to transfer \$131,000 from
22 your home equity line of credit account number ending in 6194 to
23 your checking account ending in 1897."

24 Q Is the account ending in 1897 the same account that was
25 set up for Essential Consultants --

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1 A Yes, it is.

2 Q -- that you discussed with us earlier?

3 A Yes, it is.

4 Q And when you say "home equity line of credit," is that
5 also referred to as a HELOC?

6 A Yes, it is.

7 Q What is a HELOC?

8 A A home equity line of credit is a revolving mortgage
9 that's put on your home.

10 What I mean by "revolving" is essentially you can pay down
11 on it at any time and repay it and then draw down on it again.

12 It could be considered as a credit card, with your home as
13 collateral. That's another good way to explain it.

14 Q Is it fair to say that it's mostly like a second
15 mortgage?

16 A It is a second mortgage, but it can be put in first
17 position as well. For clarification purposes, it is a mortgage
18 that you are allowed to draw upon.

19 Q And, in this case, do you know if it was a second
20 mortgage?

21 A It was a second mortgage in this scenario, yes.

22 Q Can you explain what's going on in this email?

23 A Sure. Obviously, a conversation was -- had taken place
24 between Elizabeth and Michael where he had asked to drawdown on
25 his home equity line of credit to fund the account at Essential

1 Consultants.

2 Q What's the next email in the chain?

3 A It says "Confirmed."

4 Q Is that sent by Michael Cohen?

5 A That was sent by Michael Cohen to Lizzie.

6 Q And how long after the first email was that sent?

7 A One minute.

8 MS. MANGOLD: Can we look at the top email in the
9 chain.

10 Q Who is this email to and from?

11 A This is from Elizabeth Rappaport to our Client Service
12 Group.

13 Q And what is the date and time stamp of the top email?

14 A This is 10/26/2016, 11:56 a.m.

15 Q And can you explain, again, to the jury how the time
16 stamps work in the First Republic email?

17 A Yes. The very top, when you are pulling the email
18 system, is in Pacific Time. Everything below it is stuck in
19 Eastern Standard Time.

20 Q And does this also have an importance designation?

21 A Yes, it does.

22 Q And what is it?

23 A "High."

24 Q Can you read this email to the jury?

25 A "Please transfer \$131,000 from HELOC account ending in

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1 6194 to checking account ending in 1897. Please note this is a
2 time-sensitive request. Please confirm once complete."

3 Q When Ms. Rappaport says "it's a time-sensitive
4 request," is that something that would come from Ms. Rappaport
5 or from the client?

6 A In this scenario, it could be from either.

7 And the reason why I say that is because this is now
8 2:56 p.m. and the wire cut off time is 3:00 p.m., so my
9 assumption would be it started with -- with Michael saying it's
10 urgent, because he did in a prior email; however, that would be
11 purely an assumption.

12 Q And when you say "the wire cut off," what does that
13 mean?

14 A At 3:00 p.m. is when the wires have to be sent out to
15 be received same day.

16 Q Would that impact this HELOC transfer?

17 A Well, if the HELOC transfer is not done, the wire
18 cannot be done.

19 Q Is that reference to a subsequent wire after the
20 transfer from the HELOC?

21 A Well, a transfer from a HELOC is not a wire so it's a
22 bank transfer; so it transfers over and then the wire would be
23 the secondary move that went to someone else.

24 Q So was it your understanding that after this account
25 was funded, Mr. Cohen wanted to subsequently send a wire

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1 transfer out using that account --

2 A That's correct.

3 Q -- later that day?

4 A That's correct.

5 Q All right.

6 MS. MANGOLD: Can we look at People's Exhibit 373,
7 which is already in evidence.

8 (Displayed.)

9 Q Do you recognize this?

10 A I do.

11 Q What is this?

12 A This is an advance request for a line of credit.

13 Q Do you know what this advance request was for?

14 A This was for the home equity line.

15 Q That's Mr. Cohen's home equity line?

16 A That's correct.

17 Q Looking now at the top half of the page?

18 A Uh-huh.

19 Q What is the request type?

20 A Is "advance."

21 Q That means he is borrowing money?

22 A That means he's drawing down on the line of credit,
23 yes.

24 Q What is the amount?

25 A \$131,000.

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1 Q And who is the borrower?

2 A The borrower is Michael Cohen or Laura Cohen.

3 Q Do you know who Laura Cohen is?

4 A Michael's spouse.

5 Q And why are both of their names listed?

6 A Both of their names are listed on the home equity line
7 of credit.

8 Q And where is this transfer from and to?

9 A It is from the line of credit and ending in 6194, and
10 it's being credited to the new account for Essential Consultants
11 ending in 1897.

12 Q And looking at the effective date on the right, is
13 that the same date that Michael Cohen called you to open the
14 account?

15 A Yes, 10/26/16.

16 MS. MANGOLD: And can we look at the bottom half of
17 the page, please.

18 (Displayed.)

19 Q Does this indicate that this transfer had to be
20 approved by people at First Republic Bank?

21 A Yes.

22 Q And how many people at First Republic Bank had to
23 approve this?

24 A In this scenario, two.

25 Q And those are their names listed there?

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1 A Yes, Melissa Duran and Mark Stewart.

2 Q All right.

3 MS. MANGOLD: Can we please take a look at
4 People's Exhibit 374 already in evidence.

5 (Displayed.)

6 Q What is this?

7 A This is an email from Melissa Duran to the Loan
8 Servicing Department requesting the advance.

9 Q I'm sorry, the Loan Servicing Department is part of
10 First Republic Bank?

11 A Part of our back office operations, yes.

12 Q And that's different from the Client Service Group?

13 A Yes, it is.

14 Q What is the subject?

15 A The subject is "Advance 6194, OSI. Please expedite
16 pending wire."

17 Q And is there an importance designation in this email?

18 A Yes. "High."

19 Q Can you read this email to the jury?

20 A "My client Michael Cohen or Laura Cohen is requesting
21 an advance in the amount of \$131,000. Please expedite pending
22 wire. Thank you. Melissa Duran."

23 Q And can you explain what's going on in this email?

24 A Yes. So an advance has to be done by our Loan
25 Servicing Department. It's another part of our checks and

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1 balances. So it goes to the Loan Servicing from our Client
2 Service Group to drawdown and make the deposit.

3 Q All right. And this is the internal bank communication
4 to get that done?

5 A Yes, it is.

6 MS. MANGOLD: Can we now take a look at People's
7 Exhibit 375 already in evidence.

8 (Displayed.)

9 Q Take a look at the bottom two emails on this page. Are
10 these First Republic Bank emails?

11 A Yes, they are.

12 Q Looking at the bottom-most email on the page. Is this
13 an email that we've already seen?

14 A Yes, it is.

15 Q What's this email at the bottom?

16 A Pardon me?

17 Q What is the email at the bottom?

18 A Oh, this is the requesting the transfer and the
19 drawdown on the HELOC account and then depositing it into the
20 Essential Consultants account.

21 Q Now, looking at the next email in the chain. Who is
22 this to and from?

23 A It's from Michael Cohen to Elizabeth Rappaport.

24 Q Can you read this email?

25 A "Can you please send me confirmation that the funds

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1 were deposited into the other account? Important."

2 Q And do you have an understanding of what this means?

3 A Yes. This is stating that he's asking if the \$131,000
4 was deposited into Essential Consultants.

5 Q Did he explain to you why this was important?

6 A He did not explain to me directly why this was
7 important. I did not speak to him after that initial call.

8 MS. MANGOLD: Can we look at the top email on the
9 page, please.

10 (Displayed.)

11 Q Who is this to and from?

12 A From Elizabeth Rappaport to Michael Cohen.

13 Q And what's the date and time?

14 A The date is 10/26/2016 at 1:15 p.m. Pacific Time.

15 Q That's 4:15 Eastern?

16 A Yes, it is.

17 Q Can you read the email to the jury?

18 A "Good afternoon, Mr. Cohen. The funds have been
19 deposited into your account ending in 1897."

20 Q And what does that mean?

21 A That means that the drawdown on the home equity line of
22 credit has been completed and it has been deposited into the now
23 Essential Consultants account that was established that day.

24 Q Does that mean the Essential Consultants account is now
25 fully funded?

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1 A Fully funded and live for business.

2 Q Officially open?

3 A Yes.

4 Q All right. Now, let's take a look at what's already in
5 evidence as People's Exhibit 376.

6 (Displayed.)

7 Q Do you recognize this document?

8 A Yes, I do.

9 Q What type of document is this?

10 A This is a Wire Authorization form.

11 Q What is a Wire Authorization form?

12 A This gives us the right to send the wire when we are in
13 person with the client.

14 Q And just in case there is anybody who doesn't know what
15 a wire is, what is a wire?

16 A A wire is an electronic way of moving funds from one
17 party to another party.

18 Q Focusing now on the top half of the page.

19 (Displayed.)

20 Q Can you see where the wire transfer is coming from?

21 A Are you talking about -- who the originator is of the
22 wire?

23 Q Yes.

24 A It's Essential Consultants LLC.

25 Q And on the top right-hand side of the page does it say

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1 who prepared this Wire Transfer Authorization Agreement form?

2 A Yes. DeWitt Hutchins.

3 Q DeWitt Hutchins. Would he fill that out with input
4 from the originator?

5 A Yes.

6 MS. MANGOLD: Can we look now at the bottom box on
7 the page.

8 (Displayed.)

9 Q Can you tell when this Wire Authorization form was
10 filled out?

11 A Yes. 10/27/2016 at 10:01 a.m.

12 Q And can you tell whether the client did this remotely
13 or at the bank?

14 A He did it in person.

15 Q Is that indicated there on the left?

16 A Yes.

17 Q And do you recognize the signature or initials in this
18 box?

19 A Which box?

20 Q Below the date and time stamp. I'm sorry.

21 A Yeah, that is DeWitt Hutchins's signature.

22 Q So is this then the following morning after the account
23 had been opened?

24 A This is the following morning, yes.

25 Q All right. Let's go back to the top of the page. Can

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1 you see the amount of the wire transfer here?

2 (Displayed.)

3 A \$130,000.

4 Q And can you see the last four digits of the Essential
5 Consultants account where the wire would be coming from?

6 A 1897.

7 Q And is that the same account that was just opened the
8 prior day?

9 A Yes, it is.

10 Q Now, looking at the middle portion of the page. The
11 font is very small, but can you see what's listed in the
12 beneficiary line of the form?

13 A Yes, I can. It's Keith M. Davidson and Associates PLC
14 Attorney Client Trust Account.

15 Q Do you know what an Attorney Client Trust Account is?

16 A It's an account that's held by attorneys on behalf of
17 one of their clients.

18 Q So not going to the attorney directly, it's being held
19 for somebody that they represent?

20 A That's correct.

21 Q And if you look at the section called "F. Purpose of
22 Wire Being Sent," what does it say there?

23 A It says "Retainer."

24 Q Why does the bank ask for the purpose of the wire being
25 sent?

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1 A To ensure that we're not doing anything that would be
2 outside of the scope that we would want to do.

3 Q And who provides the information here?

4 A That's provided by the client.

5 Q And who is that in this case?

6 A Michael Cohen.

7 Q Do you know what a retainer is?

8 A A retainer is money that is given to another individual
9 in advance of business that -- or work that is to be done.

10 Q And is a wire for a retainer to an attorney for the
11 attorney's client consistent with the stated purpose of the
12 account for real estate consulting?

13 A It certainly could be, yes.

14 Q And can you elaborate on that a little bit more?

15 A I could only make suggestions on what it could be for;
16 however, a retainer could be held for individuals who are doing
17 appraisals for other parts of the business, doing an analysis on
18 a cash flow statement if it's a multi-family business.

19 There could be a number of things why a retainer would be
20 given from one attorney to another for a real estate
21 transaction.

22 Q And you are basing that from your experience with
23 working with real estate clients?

24 A Yes, for over 20 years.

25 Q Now, looking at the portion just below this on the

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1 form, below the double line. Do you see that fine print above
2 the signature line?

3 A I do.

4 Q What does the first sentence of that say?

5 A "I/we certify that the information contained herein is
6 true, complete and accurate."

7 Q And do you recognize the signature?

8 A Yes. "Michael Cohen."

9 Q And what's the date?

10 A 10/27/2016.

11 Q Are there two more signatures below that?

12 A Yes.

13 Q Do you know who those signatures are from?

14 A Yes. DeWitt Hutchins and Andrea Wang.

15 Q And are both DeWitt Hutchins and Andrea Wang First
16 Republic Bank personnel?

17 A Yes. They both worked in the same office.

18 Q And does this indicate that multiple people from the
19 bank had to approve this wire before it was sent out?

20 A Yes. Wire approval requires certain levels. Each
21 person has a level of allowance, if you will, on what they are
22 allowed to do as a singular signer; and given that it is over
23 \$100,000, it requires two signatures.

24 Q Now, turning to Page 3 of the same PDF.

25 (Displayed.)

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1 Q Do you know what this is?

2 A Looks like wire instructions that were provided by
3 Davidson and Associates.

4 Q And who was Davidson and Associates for the purposes of
5 this wire transfer?

6 A He was the beneficiary of the wire that was being sent
7 by Michael Cohen.

8 Q All right.

9 MS. MANGOLD: Let's take a look now at what's
10 already in evidence as People's Exhibit 377.

11 (Displayed.)

12 Q Do you recognize this document?

13 A I do.

14 Q What kind of document is this?

15 A This is an Outgoing Wire Transfer form. It's an
16 internal document.

17 MS. MANGOLD: Can we look at the top half of the
18 page, please.

19 (Displayed.)

20 Q Now, what stage in the wire transfer did the bank fill
21 out this form?

22 A This form is when it's physically input into the
23 system, this is what comes out.

24 Q Is this confirmation that the wire transfer has already
25 gone out?

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1 A I do not see a number on it; however, this is if --
2 that it has been input. The confirmation would be something
3 different.

4 Q Okay. What is the date and time of this form?

5 A This is 7:20 a.m., but that's Pacific Time, so it's
6 10:20 a.m. And it's on 10/27/2016.

7 Q And looking now at the amount and customer name at the
8 top, is this the same wire that we just looked at from Essential
9 Consultants?

10 A Yes, it appears that way.

11 Q And do you see --

12 MS. MANGOLD: If we could zoom out.

13 (Displayed.)

14 Q There is handwriting on the right side of the page. Do
15 you know what that handwriting is?

16 A It looks like it has been initialed by Andrea Wang.

17 Q And that's somebody, again, who works at the bank?

18 A Yes.

19 Q All right.

20 MS. MANGOLD: Let's turn now to what's already in
21 evidence as People's Exhibit 378.

22 (Displayed.)

23 Q Can you describe what this is?

24 A This is an email from DeWitt Hutchins to Michael Cohen
25 with the confirmation that the wire has been executed and is on

1 its way.

2 Q And based on the time stamp and who the email is to and
3 from what wires, what do you understand this to be a reference
4 to?

5 A This is the reference to the wire that was being sent
6 to Davidson and Associates.

7 Q And what date and time -- is there a confirmation of
8 the wire that went out?

9 A 10/27/2016 at 10:50 a.m. Eastern Time; 7:50 a.m.
10 Pacific Time.

11 Q All right.

12 MS. MANGOLD: Lastly, can we look at People's
13 Exhibit 379 already in evidence.

14 (Displayed.)

15 Q What type of document is this?

16 A This is a banking account statement.

17 Q And is it a banking account statement from First
18 Republic Bank?

19 A Yes.

20 Q Can you look at the top portion of the page, please.
21 What account is this an account statement for?

22 A Essential Consultants LLC.

23 Q And what are the last four digits of the account
24 number?

25 A 1897.

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1 Q Now, if you look above that, there is a portion called
2 "Statement Period."

3 What are the dates of the statement period?

4 A October 26th, 2016 to October 31st, 2016.

5 Q Is it typical to have a statement period that's only
6 five days?

7 A No, it's usually a 30-day statement.

8 Q Do you know why this is five days?

9 A Because the cut-off period is -- we would issue a
10 statement regardless of what day you opened it during the month
11 to maintain the schedule of you receiving it the first of every
12 month.

13 Q So did the account exist before October 26th, 2016?

14 A No. That's why it started on October 26th.

15 MS. MANGOLD: Can we look at the bottom two-thirds
16 of the page, please.

17 (Displayed.)

18 Q Can you explain what is described under "Account
19 Activity?"

20 A Yes. So you will have the deposits and credits and
21 withdrawals and debits.

22 The first being a deposit from the credit on an advance on
23 the home equity line of credit on 6194 for \$131,000.

24 And then on the bottom, a domestic wire transfer to Keith M.
25 Davidson and Associates for \$130,000. And then a \$35 fee for

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1 that transaction.

2 Q And then the date to the left of that \$131,000 credit
3 is the same date that Mr. Cohen called you to open the account;
4 right?

5 A That's correct.

6 Q And the wire out is on the subsequent day?

7 A That's correct.

8 Q So did all of the Essential Consultants transactions
9 that we just looked at take place in that approximately 24-hour
10 period?

11 A Yes, it did.

12 Q And that includes opening the account, funding the
13 account with the HELOC, and transferring the wire to
14 Mr. Davidson; right?

15 A In fact, it starts from an initial phone call to open
16 the account, to funding the account, to the wiring out the
17 money.

18 Q Now, is that timing typical for a real estate
19 transaction?

20 A It's not atypical.

21 Wires -- you know, real estate transactions for people who
22 own significant amounts of real estate, they like to move very
23 quickly because, opportunistically, it locks it up and that way
24 they can avoid getting other bids; or quickly getting into
25 attorney review, which, essentially, would take it off the

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1 market.

2 Q Having now looked at the wire transfer paperwork for
3 the amount, timing and description of the wire, are they all
4 consistent with using this account and sending that wire as a
5 real estate transaction?

6 A Yes.

7 Q And that had to be approved by the bank?

8 A All wires have to be approved by the bank.

9 Q Did any of the wire transfer paperwork indicate that
10 money was being transferred on behalf of a political candidate?

11 A No.

12 Q Would the bank's process for approving the wire
13 transfer be different if Mr. Cohen had indicated that the money
14 was being transferred on behalf of a political candidate?

15 A We would have additional due diligence.

16 Q Would that have delayed the transaction?

17 A It certainly could.

18 Q Did any of the wire transfer paperwork indicate that
19 money was being transferred to buy the rights to a media story?

20 A No.

21 Q Would the bank's process for approving the wire be
22 different if Mr. Cohen had indicated that the payment was being
23 made to buy the rights to a media story?

24 A Possibly, yeah.

25 Q Could that have delayed the transaction?

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1 A It would have because additional questions would have
2 been asked at that time.

3 Q Did any of the wire transfer paperwork indicate that
4 money was being transferred for the payment to an adult film
5 star?

6 A It did not.

7 Q Would the bank's process for approving the wire be
8 different if Mr. Cohen had indicated that the wire transfer was
9 a payment to an adult film star?

10 A Yes, there would definitely be enhanced due diligence
11 on that.

12 Q By "enhanced due diligence," you mean further checks by
13 the bank?

14 A Correct.

15 Q Would that have delayed the transaction?

16 A It certainly would have.

17 Q Is it possible that the wire wouldn't have been
18 approved at all by the bank?

19 A Yes. If we -- if it was something like that, we might
20 be -- that our reputation is at risk, and we might not have
21 wanted to send the wire.

22 MS. MANGOLD: I have no further questions.

23 THE COURT: Thank you.

24 Any cross?

25 MR. BLANCHE: Thank you, your Honor.

G. Farro - Cross/Blanche

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1 *****

2 CROSS EXAMINATION

3 BY MR. BLANCHE:

4 Q Good morning. How are you?

5 A Good morning, sir.

6 Q You -- my name is Todd Blanche. You and I have never
7 met; correct?

8 A We have not.

9 Q And you testified on Friday, I believe, that you are
10 here pursuant to a subpoena from the People, but you initially
11 were cooperative and had no reason to not be cooperative with
12 the People; correct?

13 A That's correct.

14 Q And you and I have never met before, but you met with
15 the People on several occasions before you testified on Friday
16 and today; correct?

17 A Please explain what "the People" means?

18 Q I'm sorry. The folks at this table. Maybe they are
19 not at this table, but folks that worked at the Manhattan
20 District Attorney's office?

21 A Yes, sir.

22 Q Approximately how many occasions did you meet with the
23 Manhattan District Attorney's office?

24 A Twice.

25 Q When were those occasions?

G. Farro - Cross/Blanche

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1 A Over the last month or two. I don't know the exact
2 dates.

3 Q So, recently, you met with them twice. But you also
4 met with them last year; didn't you?

5 A I did not meet with the same people last year.

6 Q Did you meet with other folks who worked for the
7 Manhattan District Attorney's office last year?

8 A I did.

9 Q And even if it wasn't the same people that you met with
10 over the past two months, on how many occasions last year did
11 you meet with the Manhattan District Attorney's office?

12 A I believe it was one time.

13 Q Aside from the times you just testified about, so a
14 couple of times this year, one time last year, did you meet with
15 any other law enforcement about the subject of your testimony
16 today?

17 A Yes, I did.

18 Q Who?

19 A The -- I was in Washington to discuss the same matter.

20 Q In Washington D.C.?

21 A Correct.

22 Q And when was that?

23 A I believe this -- and I could be wrong on the date,
24 it's 2018, '19.

25 Q And in 2018, '19, on how many occasions did you go to

G. Farro - Cross/Blanche

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1 D.C. to meet with the prosecutors?

2 A I believe it was twice.

3 Q The same trip or two separate occasions?

4 A No, two separate occasions.

5 Q During all of the times that you just talked about, so
6 D.C. on two separate occasions, last year a couple of times --
7 I'm sorry, last year one time and then this year a couple of
8 times, you were represented by counsel; correct?

9 A Yes, I was.

10 Q And you are not paying for your own lawyers; right?

11 A I am not.

12 Q Who is paying for your lawyers, Chase?

13 A Well, when I went to D.C., it was paid by First
14 Republic.

15 And when -- now it's being paid by Flagstone, my new
16 institution.

17 Q So when -- but Chase took over First Republic after the
18 collapse, I believe you testified; correct?

19 A That's correct.

20 Q So prior to the collapse, First Republic was paying for
21 your lawyers?

22 A That's correct.

23 Q And that's because this is completely about your
24 professional job; correct?

25 A Is it what completely about?

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1 Q That's because the reason why you are testifying has to
2 do with your professional job, nothing to do with anything
3 personal; correct?

4 A That's correct.

5 Q So just to remind everybody, because we had a long
6 weekend, you were at First Republic Bank from 2008 until March
7 of last year, 2023; correct?

8 A That's correct.

9 Q And you were promoted along the way, eventually
10 becoming a Senior Managing Director?

11 A I was promoted even further than that after that, yes.

12 Q So what were you promoted to after Senior Managing
13 Director?

14 A Executive Managing Director.

15 Q So when you left last year, you were Executive Managing
16 Director?

17 A That's correct, yes.

18 Q And when you were assigned the Michael Cohen
19 relationship in 2015, at that point you were a Senior Managing
20 Director already?

21 A Yes.

22 Q And you didn't do account opening for Mr. Cohen, he was
23 already a First Republic client; correct?

24 A I didn't do account opening for anyone. I provided
25 advice to clients.

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1 I don't do the actual, physical paperwork.

2 Q But whenever Mr. Cohen was onboarded at First Republic,
3 you were not part of that process?

4 A Not part of the paperwork process. I would have
5 conversations about the types of accounts and provide advice,
6 but not necessarily on the account opening paperwork.

7 Q Do you know how long Mr. Cohen had been a First
8 Republic client before you took over the relationship with him?

9 A I recall 2012 being a possibility of when he
10 established a relationship initially, but I could be wrong.

11 MR. BLANCHE: Can we put up what has already been
12 admitted in evidence as People's Exhibit 368, so everybody
13 can take a look at that.

14 (Displayed.)

15 Q If you -- this is one of the documents that you looked
16 at last week.

17 If we look at, towards the bottom of this document, there is
18 a series of questions at the bottom right.

19 If you see, it says, "Referral source's length of
20 relationship with the bank."

21 And it says, "five years?"

22 And then if we could look at the top of that same document,
23 I believe this document was updated in October of 2016.

24 Do you see that?

25 A Yes, so that would be 2011.

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1 Q All right. 2011.

2 And, by the way, you have no reason to believe that there is
3 anything inaccurate about that, it's about five years?

4 A No.

5 Q And so, again, you testified on Friday that when you
6 were given the Mr. Cohen assignment, you were told that
7 Mr. Cohen could be -- was difficult; is that fair?

8 A Yes. He was a challenging client because of his desire
9 to get things done so quickly.

10 Q Do you remember the first time you spoke with
11 Mr. Cohen?

12 A I do.

13 Q Can you tell us about that?

14 A Yes. I -- excuse me, pardon me for a second.

15 (Pause.)

16 I was brought to Michael Cohen's office with my boss at the
17 time for an introduction.

18 Q And that's the office at the Trump Tower?

19 A That's correct.

20 Q So the initial communication with him was in person,
21 but I believe over the course of the relationship, did you
22 mostly talk on the phone with him?

23 A Yes.

24 Q Or meet him in person?

25 A It was mostly over the phone.

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1 Q That would be not frequently, a few times a year; is
2 that fair?

3 A Yeah, it was an infrequent thing, you know, it would
4 maybe be three, four times a year.

5 Q And the types of conversations you would have with him
6 had to do with, for example, opening a new account or having a
7 fee waived or something, some general type of work like that; is
8 that fair?

9 A Yes, that's correct.

10 Q You testified that he did a lot of his own business and
11 one of the reasons was because there was actually a branch right
12 across from Trump Tower; is that right?

13 A Within a short walking distance, yes.

14 Q And folks there, the Client Services team could handle
15 most of the stuff that Mr. Cohen needed; right?

16 A That's correct.

17 Q Now, you testified that every time you spoke -- well,
18 that when you spoke with Michael Cohen, everything was urgent;
19 is that a fair way to describe it?

20 A So 90 percent of the time it was an urgent matter,
21 yes.

22 Q You -- is it true that when you first were assigned
23 Mr. Cohen, your leadership team told you that you were picked
24 to take over the relationship because you were firm with
25 clients?

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1 A Yes.

2 Q And that you don't accept any nonsense from clients;
3 correct?

4 A Well, not that I don't accept any nonsense, it's just
5 that I, I try to rationalize with clients that things -- that
6 certain things aren't as urgent as they may seem.

7 Q And Mr. Cohen, I believe you said, you believe he's an
8 aggressive guy. He's a fast speaker, someone who is not the
9 easiest guy to work with if you are not familiar with him; is
10 that a fair way to describe it?

11 A I would say so, yes.

12 Q And, at least, as of March last year, so March of 2023,
13 Mr. Cohen was still your client, this is before you left First
14 Republic; correct?

15 A That is not correct.

16 Q That's not correct; why not?

17 A No. Once this information came out and was publicized
18 in the paper, I was taken away from the relationship.

19 MR. BLANCHE: Can we show the Court, the People and
20 the witness D10, please.

21 (Displayed.)

22 MR. BLANCHE: I'm sorry. Not up at the top. Thank
23 you.

24 (Shown to just the witness, all counsel and the
25 Court.)

G. Farro - Cross/Blanche

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1 Q So do you recall meeting -- I think you talked about
2 not with the prosecutors at this table, but with different
3 prosecutors at the Manhattan District Attorney's office on
4 March 6th of last year?

5 A Do I remember speaking to -- yes.

6 Q And if you could just take a look at the first line of
7 that, of what's marked for identification as D10.

8 A Uh-huh.

9 Q Can you see if that refreshes your recollection that
10 you told the District Attorney that, unfortunately, Mr. Cohen
11 was still your client?

12 A What was -- this is 2016. You just asked me about
13 2023.

14 Q So in 2023, when you met with the District Attorney, he
15 was not your client?

16 A In 2023 he was not -- no longer my client.

17 Q Do you remember the -- so when was he taken away? When
18 was he no longer your client?

19 A 2017, at some point, once this information went
20 public.

21 Q So when you say when "this information went public," at
22 some point when something came out about, in part, the
23 transaction that you testified about on direct --

24 A That's right.

25 Q -- you were no longer responsible for that

G. Farro - Cross/Blanche

1 relationship?

2 A They didn't want me to have communication with the
3 client any longer.

4 (Whereupon, Senior Court Reporter Susan
5 Pearce-Bates relieved Senior Court Reporter Lisa Kramsky.)

6 *****

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G. Farro - Cross/Blanche

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1 (Continued from the previous page.)

2 Q But is it your understanding, and I believe you
3 testified to this on Friday, that if a client has a mortgage
4 with the bank, even if the bank decides to no longer have other
5 business with him, the mortgage will often remain, correct?

6 A That is correct.

7 Q Is that true with Mr. Cohen, as far as you know?

8 A Yes.

9 Q Maybe, this is what you were just talking about.
10 Are you familiar with the term de-risk?

11 A I am not familiar with that term, no.

12 Q When a bank determines that there is something about a
13 client, or the type of accounts the client wants to have with
14 the banks, they can decide -- the bank can decide to no longer
15 do business with them, correct?

16 A That's correct.

17 Q And you testified last week, and a little bit today,
18 that there are any number of types of work or types of clients
19 that First Republic may decide they don't want to do work with,
20 right?

21 A That's correct.

22 Q It could be the client himself or herself, correct?

23 A Yes.

24 Q It could be the type of business that client is in,
25 correct?

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1 A That's correct.

2 Q It could be the types of transactions that are coming
3 through the accounts, incoming, outgoing, depending on the
4 circumstances, correct?

5 A A hundred percent.

6 Q And do you know whether that type of analysis was done
7 on Mr. Cohen between the time he started at the bank and 2016?

8 A I do not know if that analysis was done, no.

9 Q Is it fair to say that you testified on Friday and
10 today about the KYC documents that Mr. Cohen completed with
11 respect to two LLCs at least, right?

12 A Yes.

13 Q And isn't that KYC process designed, at least in part,
14 to identify red flags or identify what we were just talking
15 about, something about the customer or something about the
16 business or something about the account, that maybe would make
17 the bank decide they didn't want to do business?

18 A Yes, it wouldn't indicate transaction.

19 Q Say that again.

20 A It just wouldn't indicate transaction activity to be
21 referenced.

22 Q Understood.

23 Now, if we can pull up what's already in evidence as
24 People's Exhibit 368, and this can be shown to everybody.

25 This is something that you testified about on Friday,

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1 I believe.

2 Q This is a KYC form for Essential Consultants, correct?

3 A Yes, it is.

4 Q And you didn't complete this with Mr. Cohen,
5 Mr. Hutchins did, is that right?

6 A That's right.

7 Q And you -- what was your business relationship with
8 Mr. Hutchins?

9 A He worked in one of the offices. So, at times he
10 would service my clientele.

11 Q Was there something unique between your relationship
12 with Mr. Hutchins, or did you have folks like Mr. Hutchins all
13 over?

14 A I had folks like Mr. Hutchins at all of the offices.

15 Q Is it because of his location near Trump Tower that
16 Mr. Hutchins was involved in the Michael Cohen relationship?

17 A Yes.

18 Q And if we can look at page two of this document,
19 please. There is a narrative, a business narrative, that's
20 discussed. If we can just blow that up.

21 And it says, Michael Cohen is opening Essential
22 Consultants as a real estate consulting company to collect fees
23 for investment consulting work he does in real estate deals.

24 Do you see that?

25 A Yes.

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1 Q Do you remember at the time having any concerns about
2 Mr. Cohen's description of this business narrative?

3 A No, it seemed consistent with what he did on his own
4 activity.

5 Q And to be clear, the work that Mr. Cohen is describing
6 as a consultant would be separate from the work he was doing,
7 for whatever he was doing, for the Trump Organization, correct?

8 A Yes.

9 Q Right. Like, President Donald Trump didn't bank with
10 First Republic, as far as you know, right?

11 A I wouldn't know. We can only see the clients we do
12 business with.

13 Q He did not do business with you?

14 A Correct.

15 Q And Mr. Cohen, who did do business with you, never
16 told you that a deal he was doing, he was doing with Donald J.
17 Trump or the Trump Organization; that would be separate,
18 correct?

19 A Yes, it would.

20 Q Indeed, if he had said, this is a deal I am doing with
21 my employer, you may have asked questions?

22 A I would have asked questions.

23 Q And that didn't happen?

24 A That did not happen.

25 Q But you understood at the time as you testified, I

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1 believe, that Mr. Cohen did do work, real estate work at least,
2 and consulting work that was separate and apart from his job at
3 the Trump Organization, correct?

4 A That's correct.

5 Q And, by the way, your basis for knowing that is Mr.
6 Cohen, correct?

7 A Yes.

8 Q What I mean by that, you don't go out and do an
9 internal investigation of Mr. Cohen's real estate deals; he
10 tells you and you accept it, correct?

11 A Yes.

12 Q And there is nothing wrong with you doing that?

13 A I couldn't infringe upon and ask any further questions
14 on that.

15 Q I think you testified you had 1800 clients, is that
16 right, over the time?

17 A Approximately, yes.

18 Q Now, I want to focus a little bit more on
19 October 2016, which you testified about Friday and again this
20 morning.

21 You recall having several phone calls with Mr. Cohen
22 in those few weeks in October 2016?

23 A Thirteen to 26, yes.

24 Q And that's different from your relationship with him
25 the rest of the time?

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1 A Yes.

2 Q So the initial LLC was never funded, never opened,
3 Resolution Consultants, correct?

4 A That's correct.

5 Q Do you know why?

6 A I have no idea why.

7 Q Does it matter why?

8 A It doesn't matter.

9 Q Meaning, if a client comes to you and says, I have a
10 new LLC, and I want to open an account, and they complete the
11 KYC, but, ultimately, the account never opens, that doesn't
12 alert you?

13 That doesn't raise, necessarily, a red flag, does it?

14 A It's not a red flag.

15 Q And then, as you testified today, a week or so later
16 in October of 2016, Mr. Cohen called you and said he wanted to
17 open an account.

18 Was that the day that you were golfing?

19 A Yes, it was, sir.

20 Q We are all jealous.

21 And so, but that didn't really matter because you can
22 go across the street and do everything you would have done on
23 the phone?

24 A That's correct.

25 Q And you have a team, Ms. Rappaport and you had folks

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1 there helping you make things happen?

2 A I have several team members, yes.

3 Q And, again, if we can put up Exhibit, already in
4 evidence, 371, if we can go to the second page first, and then
5 the next page.

6 This is, again, the various documentation associated
7 with the LLC that ultimately was founded, correct?

8 A That's correct.

9 Q And on page two, there are some questions about
10 whether, I believe, standard questions about whether he is
11 acting as an agent for anybody.

12 And Mr. Cohen answered, no, to that, right?

13 A That's correct.

14 Q And if he had answered, yes, that would have
15 potentially raised more questions?

16 A Well, not only would it raise more questions, it would
17 require more paperwork.

18 Q What type of paperwork?

19 A We would have to know. We would have to determine
20 exactly who he was acting as agent for.

21 Q And by, know, just have him tell you, or would there
22 have to be --

23 A No.

24 Q -- proof, documentation?

25 A Documentation.

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1 Q So, it's not just a conversation.

2 It is, actually, collecting additional documentation
3 from Mr. Cohen and the agent?

4 A We would have to ensure that he is not working with a
5 person of interest.

6 Q And you testified on Friday about -- the prosecutors
7 asked you about what your understanding of a shell corporation
8 is. Do you remember those questions?

9 A I do.

10 Q And I believe you testified that it is an entity
11 that's opened up to receive monies and send out wires and
12 doesn't have an actual business behind it?

13 A Yes.

14 Q Correct?

15 A Yes.

16 Q You have no reason to believe, or you didn't at the
17 time, that Mr. Cohen was opening up this LLC to be a shell
18 corporation, did you?

19 A I don't open up shell corporations. I open up LLC
20 accounts that have operating businesses. And if a client had
21 told me that this would be a shell corporation, the account
22 would not have been opened.

23 Q Why is that?

24 A Because it's -- shell corporations that have no
25 business behind them would give me pause.

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1 Very frankly, I would want to understand what the
2 purpose of simply opening an account to simply send out wires
3 would be.

4 Q So, your expectation from your client is that when
5 they open an account, whether it be a LLC or otherwise, it
6 would not be a shell corporation, it would be something in
7 business?

8 A There would only be one purpose that I would open up
9 an account that had very little activity on it, and that would
10 be LLC ownership of a home or a yacht or aircraft or something
11 along those lines. And the purpose of that ownership would be
12 to remain anonymous, simply because any type of mortgage on
13 that document or a mortgage taken against that becomes a public
14 record.

15 Q But an LLC could also be for a business, correct?

16 A They are commonly used for businesses.

17 Q So, if Mr. Cohen says he is opening a consulting
18 business or a law firm, that wouldn't raise any red flags to
19 you either?

20 A Not at all.

21 Q And, indeed, that's what he said he was doing,
22 correct?

23 A That's correct.

24 Q Did you -- so, if we can put up Exhibit 366, which is
25 already in evidence, and I would like to turn to paragraph

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1 eight, the first page, so we can see it.

2 So, you were shown this document on Friday, and then
3 if we can turn to page eight with the Bates number ending
4 94230. And then if we can just blow up the middle, please.

5 You were asked a question on Friday, and then you were
6 asked a series of questions today about the boxes that were
7 checked on forms like this, both this one, and then also the
8 one that was later completed for the other LLC.

9 And you were asked about question 12, is this entity
10 associated with political fundraising, Political Action
11 Committees, PACs, and the box is checked no, right?

12 Do you remember those questions?

13 A I do.

14 Q So there is a series of other questions that we are
15 looking at on the screen now, all of which say, no, for each of
16 those questions, including the highlighted one.

17 If the answer is, yes, it doesn't mean the LLC won't
18 be opened, does it?

19 A It does not.

20 Q It just means that there is going to be some sort of
21 follow-up question from you or from your Compliance Department
22 or something like that, correct?

23 A That's correct. But I do want to clarify one thing,
24 if I may.

25 Q Yes, please, sir.

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1 A If the box is checked, yes, referring to,
2 Persons/Entities Found on the OFAC/SDN List, that would be a
3 hard no.

4 Q Can you -- can you just indicate what you are
5 referring to, sir?

6 A Underneath 16A, to the right, you will see, on the
7 OFAC/SDN list. I would like to be concise.

8 If they were on the OFAC list, we would not open that
9 account. That would be totally non-optional.

10 Q Understood.

11 So there are some boxes that could be checked and
12 would likely be fatal to the LLC opening an account with your
13 bank?

14 A Yes.

15 Q Fair. That makes sense.

16 You were asked questions this morning about whether
17 you would have had a different reaction to the accounts if you
18 had known, or if you were told that the account was going to be
19 used for some sort of political activity or political
20 fundraising, correct?

21 A Correct.

22 Q You weren't told that, were you?

23 A No, I was not.

24 Q As far as you knew, at the time from your
25 communications with your team that were communicating with Mr.

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1 Cohen, and from Mr. Cohen himself, that wasn't the purpose of
2 this LLC?

3 A That's not what he told me or my team.

4 Q Do you recall -- I want to move forward a little bit
5 to 2017.

6 A Okay.

7 Q Do you recall on March 2, 2017, that you emailed Mr.
8 Cohen at his Trump Organization email address and received a
9 bounce-back saying, as of January 20th, Mr. Cohen had accepted
10 the role as personal counsel to President Donald J. Trump? Do
11 you recall that?

12 A I do recall that, yes.

13 Q Was that email bounce-back on March 17, 2017, the
14 first time you learned that Mr. Cohen had left the Trump
15 Organization to be President Trump's personal lawyer?

16 A No, it, actually, was sent errantly.

17 Q Say that again.

18 A That email was sent errantly.

19 Q Putting aside the reason for why the email was sent,
20 my question to you was, when you received the bounce back, was
21 that the first time you learned that Mr. Cohen had left the
22 Trump Organization?

23 A Oh, yes, sir.

24 Q So, up until -- so between -- well, up until
25 March 21st of 2017, you didn't know anything about whether

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1 Mr. Cohen was still at the Trump Organization or where he was
2 working?

3 A No.

4 Q And then, do you recall a series of communications and
5 emails a little bit later in 2017, in March and April, when a
6 new account was being opened for Mr. Cohen's new law firm?

7 A I do not recall that.

8 Q If we can just show, and not to the jury, but just to
9 the witness, the Court and the People and us, D13.

10 A Okay.

11 Q If you can take a look at D13, and take your time. It
12 is a couple --

13 A This refreshes my memory.

14 Q So, does that refresh your recollection that around
15 the same time as that errant email was sent --

16 A Yes.

17 Q -- you opened an account, or you and your team, opened
18 an account for Mr. Cohen and his new law firm?

19 A Yes.

20 Q And I know your memory has just been refreshed, but do
21 you recall, now that it has been refreshed, having any concerns
22 at any time about this new account being opened by Mr. Cohen?

23 A No, he is a lawyer opening a new law firm account.

24 Q Now, are you familiar with the term PEP?

25 A Politically Exposed Person.

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1 Q Yes. Can you tell the jury -- are you familiar with
2 that term?

3 A I am.

4 Q Can you tell the jury what a Politically Exposed
5 Person, a PEP, is?

6 A It's someone who has either held office, is in office
7 or is related to, or very close to, someone in office.

8 Q When you say, in office, are there different types of
9 PEPs, international and domestic?

10 A Yes, there is.

11 Q So, when you were just talking about someone who held
12 office, do you mean a domestic PEP is someone elected to serve
13 as a Congressman, Senator, State Senator, President of the
14 United States, that sort of thing?

15 A Yes.

16 Q Now, as -- if Mr. Cohen is a personal attorney to
17 President Donald Trump in 2017, in your view, would that make
18 him a PEP?

19 A As the attorney for him, I would not consider that a
20 PEP.

21 Q So, are you aware that the definition of a PEP,
22 domestic PEP, includes any close associates or any individual
23 publicly known or known by the financial institution to be a
24 close, personal, professional associate?

25 A I was not aware of that.

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1 Q Now, if you had been aware, or if you had considered
2 that, what's the process, or what was the process when you were
3 working there to identify or look into whether somebody should
4 be identified as a PEP by the bank?

5 MS. MANGOLD: Objection.

6 THE COURT: Overruled.

7 You can answer.

8 A That would bring it up to the second level, BSA/AML.

9 Q So, the BSA/AML, the second layer that you testified
10 about on Friday, the Compliance Department, would presumably
11 ask questions of you or ask questions of the client?

12 A They will -- well, they would ask both. They wouldn't
13 go directly to the client. They would come through me,
14 typically. But in some cases they would speak directly to the
15 client to understand how deep of a relationship it is and if
16 that could, potentially, put us at risk in any way.

17 Q Have you, to the best of your knowledge, ever had a
18 client who was a PEP?

19 A I have.

20 Q So what types of safeguards or traps are put around an
21 account or relationship of a PEP?

22 A The accounts are monitored pretty closely to ensure
23 that activity is not going in any way that would put us at
24 risk.

25 Q Is the monitoring -- can you explain to the jury what

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1 you mean by that?

2 A Transaction activity monitoring, limits are done on
3 all accounts, but there would be an added layer on this.

4 Q So, algorithms and whatnot that are behind the scenes,
5 and also, of course, the limits of the first line of defense as
6 well?

7 A As well as a second line of defense. We would
8 continue to monitor that account.

9 Q Do you recall an email from Mr. Cohen to you, again,
10 we are moving a little further along to September of 2017,
11 saying, on September 1st, where he said that he needed to speak
12 with you, important, asking when you are free?

13 A September 30th?

14 Q September 1, 2017?

15 A I do not.

16 Q Do you have any idea, as you sit here today, whether
17 you spoke with him on that day?

18 A I do not recall.

19 Q And you don't recall then, I assume, what any
20 conversation was about?

21 A No.

22 Q Do you recall any communications with Mr. Cohen
23 besides what you testified today about in March 2017?

24 Since March, April, 2017, do you recall any other
25 conversations with Mr. Cohen?

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1 A No.

2 Q You testified earlier today about the HELOC and the
3 money moving into Mr. Cohen's account, opening the account and
4 it all happening pretty quickly, correct?

5 A Yes.

6 Q And I believe you testified that for real estate
7 transactions that's not necessarily unusual?

8 A It's not unusual. It's not every time, but it's not
9 unusual.

10 Q But it is not just real estate transactions, right,
11 that would also be true of other types of contracts, such as
12 purchasing a yacht which you testified?

13 A A yacht, an aircraft, for -- there are many different
14 reasons why clients came to us and why they work with us is our
15 ability to execute transactions quickly.

16 Q Correct. But I am focused more on the speed and the
17 way that this happened with Mr. Cohen where he calls you, you
18 send him to Mr. Hutchins, and literally within a day, the
19 account is opened, the account is funded and a wire going out.

20 My question is that, that could be the case for all
21 kinds of contractual transactions between your client and
22 another party, correct?

23 A Correct.

24 Q And the safeguards you testified about today, asking
25 the client why the wire is going to be sent, and from the

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1 paperwork it looks like Mr. Cohen says, retainer?

2 A It says, retainer. It is domestic as well so that's
3 what makes it easier to do.

4 Q The location that the wire is being sent, so in this
5 case, to a law firm, correct, that would also be something that
6 you would look at?

7 A Yes, I mean, it happens a thousand times a day.

8 Q And my point is this, my point is, at the time, in
9 October 2016, nothing about the way this account was opened,
10 funded or the wire that was sent out, at the time, raised any
11 red flags to you, correct?

12 A Not based upon the answers that I was given for the
13 questions I asked.

14 Q And similarly to your team, if one of them had a red
15 flag from -- if Ms. Rappaport had a concern from her
16 communications with Mr. Cohen, she would have raised that to
17 you?

18 A That would have been brought to my attention and the
19 process would have been delayed.

20 Q And that did not happen?

21 A That did not happen.

22 MR. BLANCHE: Can I just have one moment, your
23 Honor?

24 (Whereupon, defense counsel confer.)

25

G. Farro - Redirect/Mangold

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1 BY MR. BLANCHE:

2 Q And I think we talked a little bit about this earlier,
3 about Mr. Cohen's relationship working for the Trump
4 Organization and his relationship with you.

5 You never had any communications with him about Donald
6 Trump himself, did you?

7 A I did not.

8 Q And you have never spoken with Donald Trump yourself,
9 have you?

10 A I have not.

11 MR. BLANCHE: No more questions, your Honor.

12 THE COURT: Any redirect?

13 MS. MANGOLD: Just a little bit, your Honor.

14 REDIRECT EXAMINATION

15 BY MS. MANGOLD:

16 Q Now, Mr. Farro, you just testified that at a certain
17 point the bank took away the client relationship from you and
18 that Mr. Cohen's accounts were largely closed at First Republic
19 Bank, is that correct?

20 A The accounts that we could close were closed, yes.

21 Q Can you describe the circumstances of that to the
22 jury?

23 A Yes, when -- we have the optionality to close the
24 account at any time we chose not to be attached to what we
25 consider to be negative press. When we saw negative press, we

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1 chose to close the accounts which we could, which are the
2 operational bank accounts.

3 We cannot close out a mortgage, simply because you
4 can't expect the client to pay it off in full. So, we
5 maintained the mortgage accounts and closed out the bank
6 accounts.

7 Q And what is the negative press you are referring to
8 here?

9 A The Stormy Daniels, the one that came out.

10 Q And was that the first time that the bank learned the
11 true nature of those transactions that we discussed?

12 A Yes.

13 MR. BLANCHE: Objection.

14 THE COURT: Overruled.

15 Q Was Mr. Cohen's accounts, other than his mortgage
16 account, closed because the bank learned of the true nature of
17 those transactions?

18 A Well, once the client does not be completely honest
19 with us, we choose not to do business with them going forward.

20 MS. MANGOLD: No further questions.

21 THE COURT: Anything else, Mr. Blanche?

22 MR. BLANCHE: Just very brief.

23 RECROSS-EXAMINATION

24 BY MR. BLANCHE:

25 Q So, just to understand, were you part of the decision

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1 to close the accounts that could be closed with Mr. Cohen?

2 A I don't make those decisions.

3 Q No, you were not part of those decisions?

4 A No.

5 Q You were informed that the decision was made?

6 A Yes.

7 Q And you -- do you have any reason to believe that when
8 that decision was made, it had anything to do with anything
9 other than the public pressure reports about what you just
10 testified?

11 A That was my understanding.

12 Q And, if true -- and, by the way, you have no personal
13 knowledge of whether it is true or not, do you?

14 A No.

15 Q If true, that would have meant, potentially, that
16 there wasn't appropriate due diligence done by the bank at the
17 time, right?

18 MS. MANGOLD: Objection.

19 THE COURT: Overruled.

20 A I don't know if that's a fair statement.

21 Q Well --

22 A Due diligence is done prior to an account being
23 opened. After a transaction happens, it goes from one lawyer
24 to another lawyer. I can't be expected to know where it is
25 going to end up after that.

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1 Q Understood.

2 And the decision that was made to exit from the
3 relationship, with the exception of the mortgage, was done by,
4 is it fair to say, compliance folks at the bank?

5 A Yes.

6 Q And not by you?

7 A It was not. The decision was not mine.

8 MR. BLANCHE: Thank you.

9 No more questions.

10 THE COURT: Thank you.

11 MS. MANGOLD: Nothing further, your Honor.

12 THE COURT: Thank you, sir, you can step down.

13 (Whereupon, the witness was excused.)

14 THE COURT: Jurors, let's take our morning
15 recess. Please remember to follow my instructions.

16 COURT OFFICER: All rise.

17 (Whereupon, the jury exited the courtroom.)

18 THE COURT: Thank you. Please be seated.

19 People, is there anything you need to go over?

20 MR. STEINGLASS: Is this the time that you would
21 like us to take up some of those outstanding issues?

22 THE COURT: Sure.

23 MR. STEINGLASS: Briefly, the parties did confer.

24 I am handing up to the Court -- do you need another copy of
25 this?

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1 I am handing up to the Court some proposed
2 redactions as to Exhibit 171. The items that are circled
3 in red, those are items that we have agreed to redact
4 beyond what is already blacked out.

5 The three tabbed red items are the remaining
6 points of contention. We did reach a lot of progress on
7 this.

8 THE COURT: Thank you.

9 MR. STEINGLASS: So, would you like me to talk
10 about three?

11 THE COURT: Yes.

12 MR. STEINGLASS: So, the first item in contention
13 is on line 38909, in which Gina Rodriguez says she stopped
14 it a long time ago because he threatened to sue me.

15 Then the next one is on October 19th, and this is
16 in the midst of, you can tell from the context here, in the
17 midst of negotiations over the Stormy Daniels deal and kind
18 of delays that were perceived as happening by Michael
19 Cohen, that Ms. Rodriguez tells Dylan Howard, quote, very
20 shady shit is going on.

21 THE COURT: What line are you on?

22 MR. STEINGLASS: It's 39540. That's on page 10.

23 MR. BLANCHE: Second from the bottom.

24 THE COURT: I see it.

25 MR. STEINGLASS: And then, finally, on page 11,

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1 and this is -- both of these are within about a week of the
2 execution of the contract between Stormy Daniels and
3 Mr. Trump.

4 Yes, he is sending what she signed with Trump so
5 he can get the story out with Fox this morning and nobody
6 else would be afraid. Daily Mail is scared of Trump.

7 This is on 39551 is the line for that and is the
8 third tab.

9 So, as I believe your Honor has, and will
10 continue to instruct the jury, the Rodriguez portions of --
11 Ms. Rodriguez is not alleged to be a co-conspirator in this
12 case. So, her texts are only coming in to contextualize
13 Dylan Howard's texts. And Dylan Howard clearly is a
14 co-conspirator in this case.

15 We have no problem with the limiting
16 instructions. We are not trying to argue the truth of the
17 statements contained in Ms. Rodriguez's texts, but they do
18 contextualize, A, what was going on in terms of the
19 transactions and the negotiations at the time, and also
20 Mr. Howard's responses.

21 Of all of these three, we can, and I actually
22 communicated this with Mr. Blanche, we can live without
23 number one, if they feel so strongly about it. But I do
24 think that the others are very relevant and very timely in
25 terms of that being fact, that they are happening within a

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1 week or so of the transaction being finalized.

2 So those are the ones we could not agree on.

3 MR. BLANCHE: We feel very strongly about all
4 three. I think what we have done to try to appreciate your
5 Honor's ruling, there are two -- and Ms. Rodriguez is not
6 alleged to be an accomplice, and the only reason these are
7 coming in is to provide, as the People just said, context.

8 And so, with the first one, there is just no --
9 there is just no necessary reason to include that for
10 context. So, it's not being offered for the truth.

11 The very small potential, you know, benefit of it
12 providing context, in our view, is greatly outweighed by
13 the potential for the jury to have confusion and take it
14 for the wrong reason, even with a limited instruction.
15 That is the exact same reason for the other one as well.

16 If you read all the texts and with all the
17 evidence that has been permitted about what's happening in
18 that week, no context is necessary in that situation given
19 the risks that they are going to -- the jury would take,
20 very shady shit is going on, for improper reasons.

21 Who knows why she said it. We can all guess and
22 speculate, but that's why it shouldn't come in.

23 And then the last, your Honor, look, we don't
24 think it should come in at all. We certainly do not think
25 the last sentence in the clause of the first sentence

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1 should come in at the end of it.

2 So, yes, he is sending what she signed with Trump
3 so we can get the story out with Fox this morning, and then
4 no one will be afraid. And the Daily Mail is scared of
5 Trump.

6 I mean, that's a hearsay statement that provides
7 no context to the rest of the text exchange. So, that's --
8 we did agree on virtually everything. That's our very
9 strong belief that those should be excluded as well.

10 THE COURT: All right. I will rule after the
11 break.

12 Thank you.

13 MR. STEINGLASS: And just on this redaction
14 topic, we did agree on the proposed redactions to People's
15 163, which was the email involving Dino Sajudin. And so,
16 we will swap out the version that's admitted into evidence
17 with the redacted version.

18 And, finally, we agreed to withdraw People's 170,
19 which had, basically, one line that was not coming in for
20 the truth, and we agreed to remove that exhibit. So we are
21 withdrawing that exhibit.

22 THE COURT: Is it possible to pull that exhibit
23 up just on my monitor?

24 MR. STEINGLASS: We can do it.

25 THE COURT: Okay.

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1 MR. STEINGLASS: And I believe there are two
2 additional applications that Mr. Colangelo has if you want
3 to entertain them at this time.

4 THE COURT: Sure.

5 MR. COLANGELO: First, in light of the Court's
6 order this morning, holding the defendant in criminal
7 contempt for nine willful violations of the Court's April
8 1st Order, the People wish to give supplemental Sandoval
9 notice that if the defendant testifies in this trial, the
10 People will seek to cross-examine him on those findings.

11 We are not asking to be heard further now on this
12 issue, but we would like to give notice to the Court and
13 defense counsel as soon as possible so that if the defense
14 intends to ask the Court to limit or prohibit
15 cross-examination on any those nine willful violations, the
16 Court can schedule a Sandoval hearing at the Court's
17 convenience and we will be prepared to address the
18 remaining issues.

19 THE COURT: Would you like to be heard briefly?

20 MR. BLANCHE: I haven't read the Decision yet.
21 We very much want to be heard, not right now.

22 THE COURT: Okay. You have time to read the
23 Decision.

24 MR. COLANGELO: Thank you, your Honor.

25 The second matter relates to one of the Court's

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1 pretrial evidentiary rulings that the Court asked the
2 People to re-raise at an appropriate point. We think now
3 is not that point, but soon is the appropriate point.

4 This relates to the People's request to introduce
5 evidence regarding the defendant's attempt to dissuade
6 witnesses, including Michael Cohen and Stormy Daniels,
7 through a public pressure campaign, retaliation, harassing
8 comments, including in public remarks and online.

9 The Court originally held in its Order on the
10 People's motions in limine, reserved the item pending an
11 offer of proof. We made the offer of proof on April 15th.

12 The Court held at that time that the evidence
13 regarding the intimidation and pressure campaign was
14 probative for multiple purposes, including the defendant's
15 guilty conscious and to explain witnesses changing their
16 position, but the Court excluded that evidence subject to
17 the defense opening the door.

18 And the Court -- I believe the Court said the
19 issue might well be academic because the defense was likely
20 to open the door.

21 We believe the defense did, in fact, as your
22 Honor predicted, open the door in opening statements last
23 week, and they did so in the opening statement in several
24 ways.

25 Counsel stated that the evidence would show that

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1 Mr. Cohen was previously loyal and defended the defendant
2 on television, publicly and privately. And then, after
3 getting caught in 2018, Mr. Cohen made the decision to
4 blame the defendant for his problems, and he is an admitted
5 liar, and that's at pages 899 to 900.

6 Defense counsel also said the evidence would show
7 that Mr. Cohen's expected testimony can't be believed
8 because his goal is to go on television and social media
9 and his entire financial livelihood depends on attacking
10 the defendant.

11 The defense made a similar or same assertions as
12 to Stormy Daniels, another expected witness, stating that
13 the evidence would show that she previously denied an
14 improper relationship in writing, and that she was now
15 making a living off of the defendant by talking about her
16 interactions with him, including through a book and a
17 documentary.

18 All of those assertions that defense counsel made
19 in the opening statement about what the evidence would show
20 regarding the credibility of those witnesses are precisely
21 the kinds of arguments or assertions that your Honor
22 predicted the defense would make and stated, would open the
23 door to the People being allowed to elicit evidence
24 regarding the defendant's efforts to keep them in the fold,
25 keep Mr. Cohen in the fold originally, followed by

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1 subsequent harassment online.

2 So we ask the Court -- I am sorry.

3 When the Court made that ruling on April 15th,
4 the Court said the People should bring this back to me if
5 at any point you believe that the defense has opened the
6 door.

7 So we ask the Court, in light of the opening
8 statements, to hold that the People may introduce evidence
9 to offset the defense claim that these witnesses are
10 somehow benefiting from their willingness to testify to
11 explain why both witnesses initially denied certain facts
12 and now acknowledge those facts and as evidence of the
13 defendant's consciousness of guilt.

14 Thank you.

15 MR. BLANCHE: Your Honor, at the very least,
16 there should be a proffer beyond just we are going to
17 elicit all of this information about a pressure campaign
18 and what the questions will be.

19 We certainly opened the door that we will expose
20 bias by Mr. Cohen and by other witnesses, for sure, and we
21 intend to cross-examine witnesses about their bias,
22 including their financial motivation in testifying the way
23 they are today. That's different in kind than eliciting --
24 well, depending on what the questions will be, questions
25 about a pressure campaign, because of public tweets or

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1 Truths by President Trump at the time, and presumably now.

2 So, before we -- before your Honor rules, we
3 would ask the People to proffer what it is, specifically,
4 they intend to elicit from the witnesses or extrinsically
5 prove regarding this and go from there.

6 THE COURT: Well, if the door has been opened, I
7 think we will know what they are going to ask when they ask
8 it, and if there is an objection, you can make your
9 objection, unless the People would like to disclose what it
10 is.

11 MR. COLANGELO: Your Honor, the evidence that we
12 will offer is the evidence that Mr. Steinglass presented
13 during the offer of proof that we made to your Honor on
14 April 15th. That was -- that's recorded in the transcript
15 on April 15th, I believe, starting at page 41 and going
16 through your Honor's ruling at 58.

17 In that colloquy, the People disclosed and --
18 described broadly and disclosed half a dozen or more
19 exhibits that we intend to elicit as part of the pressure
20 campaign and the intimidation effort. We also described it
21 at length in our February 22nd motion in limine describing
22 the Molineux information that we intended to bring out.

23 So, we are happy to bring those exhibits up again
24 to the extent your Honor wishes to see them again. It's
25 the evidence and the discussion of that evidence that we

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1 presented on April 15th.

2 THE COURT: Could you go over that one more time,
3 the three purposes you want to elicit this?

4 MR. COLANGELO: Yes. First, is to offset the
5 defense claim that the witnesses are benefiting from their
6 willingness to testify. And by showing, to rebut that
7 claim, that, in fact, their cooperation with law
8 enforcement has harmed them more than it has helped them.

9 Your Honor will remember that in explaining the
10 allowable use of this evidence for that purpose, my
11 colleague mentioned the People versus Edwards case and
12 handed it up on April 15th to the Court.

13 The second purpose is to explain why both
14 witnesses initially denied certain facts and have now
15 acknowledged those facts.

16 And the third purpose is as evidence of the
17 defendant's consciousness of guilt.

18 And if I can just direct your Honor's attention
19 to the transcript -- to the transcript of the April 15th
20 proceeding, starting at page 56.

21 Your Honor already observed following the
22 People's proffer of that evidence, quote, you can't dispute
23 that virtually everything that you put up is probative of
24 something to some degree, whether it is consciousness of
25 guilt to explain Mr. Cohen's turnaround to offset

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1 allegations that the witness is somehow benefiting from
2 this.

3 So, your Honor recognized those purposes that the
4 People should not elicit anything until the defense opened
5 the door, and our point now is that it is clear that the
6 opening statements opened the door wide.

7 THE COURT: Can you go ahead and articulate what
8 the consciousness of guilt would be?

9 What was it about these actions that goes to
10 consciousness of guilt?

11 MR. COLANGELO: Sure.

12 So, your Honor, public statements, and the public
13 statements, in particular, that we are thinking of are
14 comments regarding Michael Cohen during early 2018,
15 immediately after the FBI raid and seizure of his devices,
16 and the raid of his homes, saying things like, some people
17 may flip if they are put under pressure, but Michael Cohen
18 is not that kind of person.

19 Followed immediately after, he plead guilty in
20 August of 2018, by other public statements that changed his
21 tune entirely. Then he said things like, if anybody is
22 looking for a good lawyer, Michael Cohen is not your
23 person. I am paraphrasing.

24 But it's in the tweets referring to Paul
25 Manafort, and saying, Paul Manafort will never crack,

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1 unlike other people who will flip if the government puts
2 them under pressure.

3 So that's evidence of a coordinated effort to
4 bolster the witness and to prevent him from cooperating by
5 saying nice things about him publicly, and as soon as he
6 began cooperating, attacking him, which is classic evidence
7 of consciousness of guilt by intimidating and attacking a
8 witness.

9 THE COURT: Go on.

10 MR. BLANCHE: Your Honor, consciousness of guilt
11 is much different than what the People just described.

12 Consciousness of guilt would allow the People to
13 say, how do you know that he is guilty, Ladies and
14 Gentlemen? Well, look what he did on this day which shows
15 consciousness of guilt.

16 The idea that President Trump was somehow feeling
17 guilty or consciousness of guilt about the indictment in
18 this case, when he was speaking about Michael Cohen and
19 pleading guilty in the Southern District of New York to
20 crimes that Presidents Trump isn't charged with and never
21 was charged with, doesn't work, right.

22 Meaning that there are 34 counts here of
23 falsifying business records.

24 There is -- the statements that President Trump
25 made at the time of leading up to, and at the time of

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1 Michael Cohen's guilty plea were not consciousness of guilt
2 of anything happening in this courtroom. And the risk that
3 the jury will hear that and use it for an improper purpose
4 is huge, right.

5 Is it frustrating to have your lawyer plead
6 guilty and publicly say he is going to cooperate and
7 testify against you? Of course. And similarly, statements
8 along the way encouraging his lawyer not to is not
9 surprising either.

10 Consciousness of guilt is of a different order.

11 Consciousness of guilt would be President Trump
12 doing something as it relates to the charges in this case
13 that would show his motivation for doing it was to cover
14 something up that would show that he is guilty.

15 So, with respect to the other proffered reasons
16 for some of this testimony to counter financial benefits to
17 Mr. Cohen and Ms. Daniels and to explain why they changed
18 their story, that makes sense. And I think they are going
19 to talk about that on direct, but consciousness of guilt is
20 of a different order, in our view.

21 THE COURT: Do you need a ruling on this?

22 MR. COLANGELO: We don't need a ruling today, but
23 understanding your Honor's view by Thursday will help us
24 plan the presentation of the rest of the case.

25 THE COURT: Thank you. See you in a few minutes.

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1 COURT OFFICER: All rise.

2 (Whereupon, the Court exited the courtroom.)

3 (Short recess is taken.)

4 THE CLERK: Case on trial continued.

5 All parties are present.

6 THE COURT: Mr. Blanche, I will ask you again,
7 let's try to keep it very short because we took a lot of
8 time deciding issues, and I don't want to keep the jury
9 waiting. Let's do better.

10 I am prepared to rule on a couple of issues
11 raised beforehand.

12 Are you ready to argue Sandoval?

13 MR. BLANCHE: Your Honor, can we argue that at
14 another time?

15 THE COURT: Sure.

16 With regard to the transcripts, I agree with the
17 defense that these are exchanges between a co-conspirator
18 and someone who is not a co-conspirator saying pretty
19 prejudicial things, and I don't really think they serve a
20 purpose.

21 So, I am going to rule with the defense, that
22 those must stay out.

23 Regarding the defense opening the door, I think
24 going through the words by the defense, they mostly concede
25 they opened the door. The question is as to what, what can

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1 you use that for.

2 I agree that it opened the door, and you can use
3 it to explain what I will describe as a lot of back and
4 forth amongst the main witnesses.

5 Also, you can use it to reply or explain that
6 they have not made as much money as the defense would have
7 people think.

8 At this point, I don't believe that it really
9 goes to consciousness of guilt.

10 So, I am going to deny that request.

11 They can use it for the first two reasons, not
12 for the third.

13 MR. STEINGLASS: Thank you.

14 Just to confirm, Judge, 171A is in. It's just
15 the three texts we talked about that have to be redacted?

16 THE COURT: That's right.

17 Thank you both for working that out. I
18 appreciate it.

19 Can we bring the jury in?

20 Let's get the jury, please.

21 (Whereupon, Principal Court Reporter, Susan
22 Pearce-Bates, was relieved by Senior Court Reporter,
23 Theresa Magniccari.)

24

25

Proceedings

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1 (The following proceedings are continued from
2 previous page:)

3 ***

4 THE COURT: There was one issue that was raised on
5 the break.

6 One of the jurors, I believe it was Juror Number
7 9, asked the sergeant if we were going to be working Friday
8 before Memorial Day. Apparently, she has a flight at
9 11 o'clock in the morning. That is May 24th.

10 Is there any objection from either side to not
11 working that day so that this juror can remain with us?

12 MR. STEINGLASS: No objection.

13 Mr. BLANCHE: No objection.

14 THE COURT: Okay.

15 (Jury entering courtroom.)

16 ***

17 THE CLERK: Continued case on trial, People
18 versus Donald J. Trump. All parties and all jurors are
19 present.

20 THE COURT: Before we call the next witness, I did
21 want to go over two scheduling matters.

22 I was informed by the sergeant that one of the
23 jurors was asking whether we're going to work on the Friday
24 before Memorial Day. Apparently, that juror has travel
25 plans and they have a flight at 11. I was intending to

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1 work that day. Given that one of the jurors is not able to
2 join us, we will go ahead and take that day off. That is
3 May 24th.

4 We will also not be working on May 17th.

5 May 17th and May 24th.

6 Thank you.

7 Please call your next witness.

8 MS. MANGOLD: The People call Dr. Robert Browning.

9 (Witness entering courtroom.)

10 ***

11 COURT OFFICER: Remain standing. Raise your right
12 hand.

13 THE CLERK: Do you solemnly swear or affirm that
14 the testimony that you are going to give before this Court
15 and jury shall be the truth, the whole truth, and nothing
16 but the truth, do you so swear or affirm?

17 THE WITNESS: I do.

18 THE CLERK: Have a seat.

19 D.R. R-O-B-E-R-T B-R-O-W-N-I-N-G, called as a witness on
20 behalf of the People, was duly sworn by the Clerk of the Court,
21 upon being examined, testified as follows:

22 COURT OFFICER: Pull your chair all the way up.
23 State your full name, spelling your last name.

24 THE WITNESS: My name is Robert X. Browning,
25 B-R-O-W-N-I-N-G.

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1 COURT OFFICER: County of residence?

2 THE WITNESS: Thibodaux County, Louisiana.

3 THE COURT: Good morning, Doctor.

4 You may inquire.

5 DIRECT EXAMINATION

6 BY MS. MANGOLD:

7 Q. Good morning, Dr. Browning.

8 I am going to ask you to speak slowly into the
9 microphone in front of you so the Court Reporter can take down
10 what you are saying.

11 Can you tell everyone where you work?

12 A. I work for C-Span.

13 Q. What is your position at C-Span?

14 A. Executive Director of the C-Span Archives.

15 Q. How long have you held that position?

16 A. Thirty-seven years.

17 Q. Have you ever testified in a legal proceeding before?

18 A. No, I have not.

19 Q. Are you nervous?

20 A. A little bit.

21 Q. We can take it slowly. If you need me to repeat a
22 question, I am happy to do that.

23 Do you understand that you are testifying today solely
24 as a custodian of records for C-Span?

25 A. Yes, I do.

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1 Q. Did you travel from Louisiana for the purpose of
2 testifying today?

3 A. Yes. Yes, I did.

4 Q. Is C-Span testifying at this trial voluntarily or was
5 C-Span compelled to testify because it received a subpoena?

6 A. C-Span was compelled to testify with a subpoena.

7 Q. Is C-Span represented by counsel?

8 A. Yes.

9 Q. Is that counsel here today?

10 A. Yes, he is.

11 Q. Can you tell the jury a little bit more about C-Span.
12 What does C-Span stand for?

13 A. C-Span, Cable Satellite Public Affairs Network.

14 Q. What is C-Span?

15 A. C-Span is a public television network to telecast
16 events in their entirety.

17 Q. As Executive Director of the C-Span Archives, what do
18 you do?

19 A. I mainly collect video that is aired on the network.

20 Q. In that role, have you become familiar with C-Span's
21 business and recordkeeping practices?

22 A. Yes, I have.

23 Q. Based on your, I think it was 37 years of experience
24 with videos and political events, are you able to recognize
25 prominent political figures in videos?

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1 A. Yes, I can.

2 Q. Does that include Donald Trump?

3 A. Yes, it does.

4 Q. As part of its business, does C-Span air political
5 events on TV?

6 A. Yes, it does.

7 Q. How does C-Span get the video footage for the events
8 that it airs?

9 A. In a couple of ways.

10 One, we would send our own cameras to events.

11 Two, we would use what is known as a network pool.

12 Q. Can you explain to the jury what a network pool is?

13 A. When there is an event that sponsors want to limit the
14 number of cameras or everyone wants to get the same video, the
15 networks, which are the major broadcasting cable networks, pool
16 together their resources and send one crew.

17 Q. Does that crew include a camera operator?

18 A. Yes, it does.

19 Q. And when there is a camera operator from the network
20 pool assigned to an event, is that camera operator physically at
21 the event?

22 A. Yes, that is true.

23 Q. Does the camera operator record the event in realtime
24 as it is occurring?

25 A. Yes, that's the obligation.

1 Q. Does the pool camera operator have a business duty to
2 record that event accurately?

3 A. Yes, because C-Span wants the entire event.

4 Q. How does C-Span ensure that the video that it is
5 getting is the correct video?

6 A. Once the event is taking place, there is a producer who
7 watches the video from the beginning to the end and makes sure
8 there are no interruptions in the transmission.

9 Q. Does a producer watching the video come in whether or
10 not the video is being aired live on C-Span?

11 A. That is true.

12 Q. Is the video camera equipment tested before an event?

13 A. Yes, they make sure there is a valid signal; they would
14 say the signal is good.

15 Q. That's a signal test?

16 A. Yes.

17 Q. Is there also an audio test?

18 A. Yes, they will make sure there is solid audio coming
19 through the event.

20 Q. That's for every event?

21 A. Yes, that's true.

22 Q. While the video is being transmitted, does C-Span
23 record it to its own servers in any way?

24 A. Yes, we make copies of the video as it is coming in.

25 Q. And does C-Span save those videos?

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1 A. Yes, in the video library, the C-Span archives.

2 Q. Can you tell the jurors a little bit about the video
3 library at the C-Span archives?

4 A. The video library is an online collection of everything
5 that is telecast on C-Span. That's 278,000 digital hours a day.

6 Q. And that is everything that is ever aired on C-Span?

7 A. That's correct.

8 Q. It's still being maintained by C-Span?

9 A. That's right.

10 Q. Are you able to retrieve videos that were previously
11 recorded?

12 A. Yes, we can search by a person's name or location or
13 anything, even a word about the video.

14 Q. Does C-Span routinely record and save videos this way
15 in the regular course of its business?

16 A. Yes, it's the nature of our business.

17 Q. Does C-Span rely on these videos to conduct their
18 business?

19 A. We might re-air a program or search a program, as well
20 as let the public use the program.

21 Q. Is it the regular course of business for C-Span to
22 record and save these videos?

23 A. Yes, it is.

24 Q. Now, at some point did C-Span receive a document
25 subpoena from the Manhattan District Attorney's office requiring

1 the company to turn over video recordings of events featuring
2 Donald Trump?

3 A. Yes, it did.

4 Q. Did C-Span comply with its legal obligations to turn
5 over those subpoenaed videos?

6 A. Yes, we did.

7 Q. Were you the one that retrieved the videos in response
8 to the subpoena?

9 A. Yes, I was.

10 Q. Can you tell the jury how you identified those videos?

11 A. Well, the subpoena indicated the videos that were
12 requested, including what we call the URL of the video. But we
13 would verify what each video -- that it matched the subpoena --
14 what the subpoena was.

15 Q. Did you confirm that the videos were, in fact, events
16 featuring Donald Trump as identified in the subpoena?

17 A. Yes, we did.

18 Q. Did you transmit exact copies of videos to the
19 Manhattan District Attorney's office without making any
20 alterations, deletions or changes?

21 A. Yes, I did.

22 Q. Before testifying today, did you have the opportunity
23 to review files marked for identification as People's Exhibit
24 409A through 409D?

25 A. Yes, I did.

1 Q. Are all of those files video clips of videos that
2 C-Span produced to the Manhattan District Attorney's office?

3 A. Yes, they were.

4 Q. Are exhibits 409A and 409B for identification clips
5 from a video recording dated October 14, 2016, entitled
6 "Presidential Candidate Donald Trump rally in Greensboro, North
7 Carolina?"

8 A. Yes.

9 Q. Is Exhibit 409C for identification a clip from a video
10 recording dated October 22, 2016, entitled "Presidential
11 Candidate Donald Trump Remarks in Gettysburg, Pennsylvania?"

12 A. That's correct.

13 Q. Is Exhibit 409D for identification a clip from a video
14 recording dated January 11, 2017, entitled "President Elect
15 Donald Trump News Conference?"

16 A. Correct.

17 Q. For each of those clips, did you review both the full
18 video and the video clip and confirm that the clip is an exact
19 copy of a portion of the longer video?

20 A. Yes, I did.

21 MS. MANGOLD: The People now offer People's
22 Exhibits 409A through 409D into evidence.

23 MR. BLANCHE: No objection.

24 THE COURT: People's 409A through 409D are
25 accepted into evidence.

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1 (Whereupon, People's Exhibit 409A through 409D was
2 received into evidence.)

3 MS. MANGOLD: Can we now play for the jury what is
4 in evidence as People's Exhibit 409A.

5 (Whereupon, audio recording played in open court.)

6 Q. Dr. Browning, is that a portion of the video recording
7 that was produced by C-Span?

8 A. Yes, it is.

9 MS. MANGOLD: Can we now play for the jury what is
10 in evidence as People's 409B.

11 (Whereupon, audio recording played in open court.)

12 Q. Dr. Browning, is that a portion of the video recording
13 produced by C-Span?

14 A. Yes, it was -- is.

15 MS. MANGOLD: Can we now play for the record what
16 is in evidence as People's Exhibit 409C.

17 (Whereupon, audio recording was played in open
18 court.)

19 Q. Dr. Browning, is that portion of the video recording
20 produced by C-Span?

21 A. Yes, it is.

22 MS. MANGOLD: Finally, can we play People's
23 Exhibit 409D for the jury.

24 (Whereupon, audio recording played in open court.)

25 Q. Is that also a portion of the video clip from a video

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1 produced by C-Span?

2 A. Yes, it is.

3 MS. MANGOLD: No further questions.

4 THE COURT: Thank you.

5 THE COURT: Your witness.

6 MR. BLANCHE: We have no questions.

7 THE COURT: Thank you, Doctor.

8 You can step down.

9 (Witness excused.)

10 ***

11 THE COURT: People, your next witness.

12 MS. MANGOLD: People call Philip Thompson.

13 (Witness entering courtroom.)

14 ***

15 COURT OFFICER: Remain standing.

16 THE CLERK: Do you solemnly swear or affirm that
17 the testimony that you are going to give before this Court
18 and jury shall be the truth, the whole truth, and nothing
19 but the truth, do you so swear or affirm?

20 THE WITNESS: I do.

21 P-H-I-L-I-P T-H-O-M-P-S-O-N, called as a witness on behalf
22 of the People, was duly sworn by the Clerk of the Court, upon
23 being examined, testified as follows:

24 COURT OFFICER: Have a seat.

25 Name and county of residence.

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1 THE WITNESS: Philip Thompson, Montgomery County,
2 Texas.

3 THE COURT: Good morning.
4 You may inquire.

5 DIRECT EXAMINATION

6 BY MS. MANGOLD:

7 Q. Good morning, Mr. Thompson.

8 A. Good morning.

9 Q. Can you tell the jury where you work?

10 A. I work for Esquire Deposition Solutions.

11 Q. What kind of company is Esquire Deposition Solutions?

12 A. We are a national court reporting company that hires
13 court reporters, videographers and interpreters.

14 Q. How long have you worked there?

15 A. This is my eighth year.

16 Q. What is your current position?

17 A. My title is Regional Director of Field Operations for
18 the South.

19 Q. And I am going to ask you to speak a little closer to
20 the microphone so everyone can hear what you are saying.

21 Are you familiar with something called TSG Reporting?

22 A. I am. TSG was a court reporting firm that we acquired
23 in May of '22.

24 Q. In October of '22, was TSG a division of Esquire?

25 A. Yes, they were.

1 Q. Did TSG have its own processes and procedures at that
2 time?

3 A. Yes, they did.

4 Q. As a Regional Director at Esquire, are you familiar
5 with the recordkeeping practices of Esquire and its divisions
6 including TSG?

7 A. Yes, I am.

8 Q. Do you understand that you're testifying today as a
9 custodian of records for Esquire Deposition Solutions?

10 A. I do.

11 Q. Did you come from Texas for the purpose of testifying
12 today?

13 A. I did.

14 Q. Is Esquire Deposition Solutions testifying voluntarily
15 or in response to a subpoena?

16 A. In response to a subpoena.

17 Q. Does Esquire Deposition Solutions have counsel?

18 A. We do.

19 Q. Is counsel present in the courtroom today?

20 A. Yes.

21 Q. All right. For the folks who may not know, what is a
22 deposition?

23 A. A deposition is a method to capture sworn testimony,
24 typically in the discovery period of a civil suit.

25 Q. When you say "the discovery period in a civil suit,"

1 can you explain a little bit more what that is?

2 A. Sure.

3 So the discovery process, it helps gather information
4 when a lawsuit is filed.

5 A deposition is the process of getting sworn testimony
6 before typically going into court.

7 Q. That's sworn testimony from a witness?

8 A. It is.

9 Q. And what do you mean by "sworn testimony?"

10 A. The witness is testifying under oath.

11 Q. Is a deposition recorded?

12 A. It is.

13 Q. Is it recorded sometimes in multiple ways?

14 A. Yes, ma'am.

15 Q. And what are those ways?

16 A. It is taken down by a court reporter, who is taking
17 down shorthand with the stenography machine.

18 And then it's also taken by a videographer, so they are
19 recording it live.

20 Q. And with respect to court reporters, is that similar to
21 what the court reporters here are doing, taking down testimony
22 in realtime?

23 A. Yes, ma'am.

24 Q. Is it still called a court reporter even if they're not
25 sitting in a courtroom?

1 A. It is.

2 Q. And is it the court reporter's job to accurately
3 transcribe the witness' testimony?

4 A. Yes.

5 Q. What type of document is produced after the deposition
6 is over?

7 A. A deposition transcript.

8 Q. Is a deposition transcript a record of everything that
9 the witness said during their sworn testimony?

10 A. Yes, it is.

11 Q. Are deposition transcripts ever certified?

12 A. Yes, they are.

13 Q. And what does that mean?

14 A. The transcript is certified from the court reporter to
15 be a verbatim copy of the deposition that was conducted that
16 day.

17 Q. I think you mentioned that a deposition may also be
18 recorded by a videographer; is that right?

19 A. Yes, ma'am.

20 Q. What does the deposition videographer do?

21 A. They are there to record and capture the deposition of
22 the video and audio.

23 Q. And that video is recorded while the deposition is
24 taking place?

25 A. Yes, it is.

1 Q. Is the videographer's job to accurately record the
2 witness' testimony?

3 A. It is, yes.

4 Q. Are video depositions also certified?

5 A. No.

6 Q. Just the transcripts?

7 A. Just the transcript.

8 Q. Now, directing you specifically to TGS Reporting's
9 recordkeeping practices in October 2022, I think you said TSG
10 was a division of Esquire at that time?

11 A. That is correct.

12 Q. It had its own policies and practices?

13 A. That is correct.

14 Q. So for transcripts, after a deposition, did a court
15 reporter send the transcript directly to the lawyers that were
16 present in the deposition?

17 A. No.

18 Q. Where did they send them?

19 A. The court reporter would have sent it into TSG to do
20 the production and send it out to all parties.

21 Q. Did TSG then save those transcripts?

22 A. They did.

23 Q. How were they saved?

24 A. The transcripts would have been saved in their share
25 file account.

1 Q. What is a share file account in case people don't
2 know?

3 A. It's similar -- it's more popularly known as dropbox
4 or Box.com. It is a secure way to store large or voluminous
5 files.

6 Q. In what ways was it secured?

7 A. The share file is encrypted, to my knowledge. I don't
8 know how they encrypt it, but I do know it's encrypted.

9 Q. Is it also password protected?

10 A. It is.

11 Q. How about the videos produced by TSG in October 2022?

12 A. Yes, the videos.

13 Q. Were they transmitted also to TSG after each
14 deposition?

15 A. Yes, they would have been sent to TSG's share file
16 account as well.

17 Q. They were saved in that share file?

18 A. Yes.

19 Q. And the company took the same steps to make sure the
20 videos were unaltered, including encryption and password
21 protection?

22 A. That is correct.

23 Q. Does a witness have an opportunity to comment on any
24 errors they think are in the transcript after it's done?

25 A. They do.

1 Q. Do you know what that is called?

2 A. It's called the errata process.

3 Q. And did TSG keep a record of any corrections by a
4 witness to a deposition?

5 A. Yes.

6 Q. Does Esquire and TSG -- as part of Esquire, do they
7 make and keep deposition transcripts and videos in the regular
8 course of business?

9 A. Yes, we do.

10 Q. Was it the regular course of business for Esquire and
11 TSG to keep deposition transcripts and videos?

12 A. Yes.

13 Q. Were the transcripts and videos made at the time of
14 each deposition?

15 A. Yes.

16 Q. Did the court reporters and videographers have a
17 business duty to record each deposition accurately?

18 A. Yes, they did.

19 Q. At some point, did Esquire receive a subpoena from the
20 Manhattan District Attorney's office related to this case?

21 A. Yes.

22 Q. Are you familiar with Esquire's response to that
23 subpoena?

24 A. I am.

25 Q. Did the subpoena require the company to turn over a

1 video recording and transcript from an October 2022 deposition
2 of Donald Trump in a case captioned "E. Jean Carroll versus
3 Donald Trump," with the Case Number 20CV7311?

4 A. Yes.

5 Q. Did Esquire comply with its obligations to turn over
6 that video transcript?

7 A. Yes, we did.

8 Q. Was the deposition transcript in that case certified?

9 A. It was.

10 Q. Did Esquire produce more than one version of the
11 transcript?

12 A. Yes.

13 Q. Is the substance of Mr. Trump's testimony identical in
14 every version of the transcript produced?

15 A. To my knowledge, yes.

16 Q. Is it unusual to have more than one version of the
17 deposition transcript?

18 A. No.

19 Q. Did Esquire have a record of the witness admitting any
20 connections to that transcript?

21 A. We do not have a record of that.

22 Q. Did Esquire confirm that the transcripts produced to
23 the Manhattan District Attorney's office -- did you confirm they
24 were exact copies of the originals?

25 A. Yes.

1 Q. And they were produced without alterations,
2 modifications or deletions?

3 A. That is correct.

4 Q. Did Esquire also produce the video of that same
5 deposition to the Manhattan District Attorney's office?

6 A. We did.

7 Q. And Esquire produced an exact copy of the original
8 deposition video?

9 A. Yes, we did.

10 Q. And that also was produced without alterations,
11 modifications or deletions?

12 A. That is correct.

13 Q. Did Esquire make and keep their deposition transcripts
14 and this video in the regular course of its business?

15 A. We did.

16 Q. Was it the regular course of business for Esquire to
17 make and keep this deposition transcript and this video?

18 A. Yes, it was.

19 Q. Was this transcript and video made at the time of the
20 deposition?

21 A. Yes, they were.

22 Q. And did the court reporter and videographer have a
23 business duty to record this deposition accurately?

24 A. Yes, they did. Absolutely.

25 Q. Before testifying today, did you have an opportunity to

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1 review files marked for identification as People's Exhibits 403
2 and 404?

3 A. I did.

4 Q. Did that include what's been marked for identification
5 as People's Exhibits 403A and 403B?

6 A. Yes.

7 Q. Are those video clips from the October 2022 deposition
8 of Donald Trump?

9 A. Yes, they are.

10 Q. Are they exact copies of a portion of the full
11 deposition video?

12 A. Correct.

13 Q. Did you also review what's been marked for
14 identification as People's Exhibit 404 and 404A through C?

15 A. I did.

16 Q. Did those contain -- were those portions of the
17 transcript from the same deposition?

18 A. They were.

19 Q. Did those contain redactions?

20 A. Yes, they did.

21 Q. Other than the redactions, are they exact copies of
22 those portions of the October 2022 deposition of Mr. Trump?

23 A. That is correct.

24 MS. MANGOLD: We now offer People's Exhibit 403A,
25 403B, 404 and 404A through C into evidence.

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1 THE COURT: Any objections?

2 MR. BLANCHE: No objection.

3 THE COURT: There being no objection, the exhibits
4 are accepted into evidence.

5 (Whereupon, People's Exhibits 403A, 403B, 404,
6 404A, 404B and 404C were admitted into evidence.)

7 MS. MANGOLD: Can we please display for everybody
8 what is in evidence as People's Exhibit 404.

9 (Displayed.)

10 Q. Do you recognize this document?

11 A. I do.

12 Q. What is this document?

13 A. This is the cover page for the deposition -- video
14 deposition of Donald J. Trump.

15 Q. Do you see in the top right-hand corner there is a page
16 number?

17 A. I do.

18 Q. And along the left hand-side of the page, do you see
19 numbers 1 through 25?

20 A. Yes, I do.

21 Q. What are those numbers on the left-hand side of the
22 page?

23 A. Those are line numbers. On every deposition
24 transcript -- in this state the format is 25 lines per page.
25 So there are 25 lines on this page as well.

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1 Q. Looking at the bottom of the page, does it indicate
2 what court reporting company produced this transcript?

3 A. It does.

4 Q. What is that?

5 A. TSG Reporting Worldwide.

6 Q. Looking all the way at the top of the page, does this
7 page indicate the court of the proceeding for which a deposition
8 was taken?

9 A. Yes.

10 Q. What court was that?

11 A. United States District Court for the Southern District
12 of New York.

13 Q. Do you see the case number?

14 A. I do.

15 Q. What is the case number?

16 A. Case Number 20CIB.7311.

17 Q. Do you know what CIB stands for?

18 A. Civil.

19 Q. Do you know what this indicates?

20 A. This is a civil lawsuit.

21 Q. Do you see below that there is a case captioned?

22 A. Yes, I do.

23 Q. What is that case captioned?

24 A. "E. Jean Carroll verus Donald J. Trump, in his personal
25 capacity, defendant."

1 Q. Looking toward the bottom of the page, does it indicate
2 the date when the deposition was taken?

3 A. It does.

4 Q. What was the date?

5 A. Wednesday, October 19, 2022.

6 Q. Does it also show a location for the deposition?

7 A. It does.

8 Q. You don't need to read the whole address.

9 A. The Mar-a-Lago Club.

10 Q. In looking at the bottom left-hand portion of the page,
11 without reading the name, does it designate there was a court
12 reporter present at the deposition?

13 A. It does.

14 Q. Turning now to Page 2 of the PDF. Does this page
15 indicate there was a videographer for the deposition?

16 A. It does.

17 Q. Turning to Page 3 of the PDF. What page number is
18 indicated in the top right-hand corner?

19 A. Page 219.

20 Q. That's Page 219 of that transcript?

21 A. Yes.

22 Q. What is this?

23 A. This is a Certificate of Oath certification page.

24 Q. This makes it a certified transcript?

25 A. This certifies that the deponent was sworn before the

1 deposition.

2 Q. Can you read the substance of this for the jury.

3 A. Sure.

4 "I, the undersigned authority, certify that Donald J.
5 Trump personally appeared before me and was duly sworn. Dated
6 this 19th day of October, 2022."

7 Q. Is that signed?

8 A. It is.

9 MS. MANGOLD: Can we now show the jury what is in
10 evidence as People's Exhibit 403A.

11 (Whereupon, audio recording was played in open
12 court.)

13 MS. MANGOLD: Can we now display for the jury what
14 is in evidence as People's Exhibit 404A.

15 (Displayed.)

16 Q. Mr. Thompson, do you see that there are -- well, what
17 is this?

18 A. This appears to be pages from the deposition that have
19 been redacted.

20 Q. And what pages are they?

21 A. Page 125 and Page 126.

22 Q. Can you read just the unredacted portion of this from,
23 Page 125, line 2 through Page 126, line 3?

24 A. Yes.

25 "QUESTION: What is Truth Social?

1 "ANSWER: It's a platform that's been open by me as an
2 alternative to Twitter.

3 "QUESTION: And your handle on Truth Social is 'At Real
4 Donald Trump?'

5 "ANSWER: I believe so, yes."

6 Is this the official written record of the portion of
7 the deposition video that we just saw?

8 A. It is.

9 MS. MANGOLD: Can we now show the jury what is in
10 evidence as People's Exhibit 403B.

11 (Displayed.)

12 MS. MANGOLD: Can we now show the jury what is in
13 evidence as People's Exhibit 404B.

14 (Displayed.)

15 Q. Is this Page 44 of the same deposition transcript?

16 A. Yes.

17 Q. Can you read the unredacted portions from lines 3 to 9.

18 A. Sure.

19 "QUESTION: Your current wife is Melania Trump?

20 "ANSWER: That is correct, yes.

21 "QUESTION: And you married her, according to my
22 records, in 2005?

23 "ANSWER: Yes.

24 "QUESTION: And you're still married to her today?

25 "ANSWER: Yes."

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1 Is this the official written record of the portion of
2 the deposition that we just saw in the video?

3 A. It is.

4 MS. MANGOLD: Finally, can we show the jury what
5 is in evidence as People's Exhibit 404C.

6 (Displayed.)

7 Q. Is this two pages from that same deposition transcript?

8 A. It is.

9 Q. Can you please read the unredacted portion from Page
10 168, line 19 through 169, line 9.

11 A. Yes.

12 By Ms. Kaplan:

13 "QUESTION: Are you familiar, I'm sure you are, with
14 something that is often referred to as the Access Hollywood
15 tape?"

16 "ANSWER: Yes.

17 "MS. KAPLAN: Okay. Let's mark it and play it as 35.
18 And I apologize, I am hoping the technology works better.

19 "Parenthetical DJT Exhibit 35 is marked for
20 identification.

21 "Another parenthetical: Video played.

22 "MS. KAPLAN: That's you in that video speaking?

23 "ANSWER: Yes, correct."

24 On the second page, where you see the parenthesis, can
25 you tell the jury what the parenthesis is?

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1 A. It denotes an action that happened that is not a verbal
2 response.

3 Q. And is this the official written record of that portion
4 of Mr. Trump's deposition?

5 A. Yes, it is.

6 MS. MANGOLD: No further questions.

7 THE COURT: Your witness.

8 MR. BLANCHE: Two seconds.

9 (Brief pause.)

10 MR. BLANCHE: We don't have any questions.

11 THE COURT: Thank you, sir.

12 You can step down.

13 (Witness excused.)

14 ***

15 THE COURT: People, your next witness.

16 MR. STEINGLASS: The People call Keith Davidson.

17 (Witness entering courtroom.)

18 ***

19 COURT OFFICER: Remain standing. Raise your right
20 hand and face the clerk.

21 THE CLERK: Do you solemnly swear or affirm that
22 the testimony that you are going to give before this Court
23 and jury shall be the truth, the whole truth, and nothing
24 but the truth, do you so swear or affirm?

25 THE WITNESS: I do.

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1 K-E-I-T-H D-A-V-I-D-S-O-N, called as witness on behalf of the
2 People, was duly sworn by the Clerk of the Court, upon being
3 examined, testified as follows:

4 THE CLERK: Have a seat.

5 COURT OFFICER: State your full name, spelling
6 your last name.

7 THE WITNESS: Keith Davidson, D-A-V-I-D-S-O-N.

8 THE COURT: Your county of residence.

9 THE WITNESS: Los Angeles County, California.

10 THE COURT: Good afternoon.

11 MR. STEINGLASS: Thank you, Judge.

12 DIRECT EXAMINATION

13 BY MR. STEINGLASS:

14 Q. Good afternoon, Mr. Davidson.

15 A. Good afternoon.

16 Q. Can you tell us how old you are?

17 A. Fifty-three.

18 Q. Are you married?

19 A. Yes.

20 Q. How long have you been married?

21 A. Twenty-five years.

22 Q. Do you have any children?

23 A. Yes.

24 Q. How many children?

25 A. Two.

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1 Q. School age, college age, adult children?

2 A. College age.

3 Q. Can you please describe for the jury your educational
4 background?

5 A. I graduated from Boston College, my undergraduate
6 degree. I went to Whittier Law School.

7 Q. Where is Whittier Law School?

8 A. It's in Los Angeles, California.

9 Q. Are you currently employed?

10 A. Yes.

11 Q. By whom?

12 A. My law firm that I own.

13 Q. What is the name of the law firm that you own?

14 A. Davidson & Associates.

15 Q. Where, very generally, is that law firm located?

16 A. Los Angeles, California.

17 Q. Do you have a speciality?

18 A. Civil litigation.

19 Q. Any particular types of civil litigation?

20 A. A lot of injury cases, mediation cases.

21 Q. Any sexual abuse cases?

22 A. Yes.

23 Q. During the period from 2015 to 2017, did you have a
24 particular speciality?

25 A. At that time my practice was heavily involved with

1 media cases.

2 Q. You said media cases?

3 A. Yes.

4 Q. Did you frequently work on, as part of those media
5 cases, nondisclosure agreements?

6 A. Yes.

7 Q. And can you briefly describe for the jury what is a
8 nondisclosure agreement?

9 A. It's an agreement between two people or entities where
10 certain subjects are agreed, or there is an agreement between
11 the parties not to discuss certain subjects.

12 Q. And during that period from 2015 to 2017, were some of
13 your clients in those cases individuals who often appeared in
14 tabloid magazines?

15 A. On occasion, yes.

16 Q. During that same period, from 2015 to 2017, I am only
17 asking for the last four digits, please, of your work cell phone
18 number?

19 A. 5361.

20 Q. The last four digits of your office phone number?

21 A. 5444.

22 Q. Is that a landline?

23 A. Yes.

24 Q. During that same period, what was your business email
25 address domain?

1 Do you understand what I mean by that?

2 A. I do. It was KMDlaw.com.

3 Q. So you had an email address, some form of your name, at
4 KMDlaw.com?

5 A. Yes.

6 Q. And what does KMD Law stand for?

7 A. It's my initials, Keith Michael Davidson.

8 Q. Are you here pursuant to a subpoena?

9 A. I am.

10 Q. Did you testify in this case in the Grand Jury?

11 A. I did.

12 Q. As a result of that testimony, were you given automatic
13 immunity for the transactions about which you gave testimony?

14 A. Pursuant to New York Law. I didn't seek immunity.

15 Q. That was my next question. So, yes, you did get
16 immunity; but no, you did not seek it?

17 A. Correct.

18 Q. And is it your understanding, I think you just said
19 this, that immunity is granted as a matter of law in the State
20 of New York for witnesses who testified in the Grand Jury?

21 A. True.

22 Q. Notwithstanding the fact that you were given immunity
23 for your testimony, you did understand if you testified falsely
24 then or if you testify falsely now you could still be prosecuted
25 for perjury; is that correct?

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1 A. Yes.

2 Q. Did you know or do you know somebody named Gina
3 Rodriguez?

4 A. I do.

5 Q. Can you explain to the jury, who is Gina Rodriguez?

6 A. Gina Rodriguez is a talent manager in Los Angeles. She
7 manages talent, and really I think the majority of her clients
8 are reality-type talent.

9 Q. When you say "reality type talent," you are talking
10 about reality television?

11 A. Yes.

12 Q. How do you know Gina Rodriguez?

13 A. I can't recall. I have known Gina for well over ten
14 years.

15 Q. And -- withdrawn.

16 Have you at times during your relationship represented
17 Gina Davidson in certain matters?

18 A. I have represented Gina Rodriguez in certain matters.

19 Q. Did I say Gina Davidson?

20 A. Yes.

21 Q. Sorry about that. Thank you for clarifying.

22 How about Dylan Howard, are you familiar with somebody
23 named Dylan Howard?

24 A. I am.

25 Q. Can you tell us who that is?

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1 A. Dylan Howard was the former Content Editor, I believe,
2 or the Chief Content Officer of American Media Inc.

3 Q. How do you know him?

4 A. I knew him in my professional dealings.

5 Q. About how long would you say you have known Dylan
6 Howard?

7 A. Well over ten years.

8 Q. Now, directing your attention specifically to the
9 period around 2015 to 2017, can you describe a little bit the
10 nature of your relationship with Dylan Howard?

11 A. We were professional acquaintances and friends.

12 Q. And when you say a portion of your relationship
13 involved a professional acquaintance, what kind of business
14 dealings did you have with Dylan Howard at that time?

15 A. On occasion my clients would end up in tabloid media
16 and they would call me for comment, or my clients would
17 regrettably end up in tabloid media and they would call me to
18 address their presence in the tabloids.

19 Q. And did you ever, at your client's request, negotiate
20 the sale of certain stories to tabloids?

21 A. Rarely.

22 Q. That was rarely, you said?

23 A. Rarely, yes.

24 Q. During that period, again, from 2015 to 2017,
25 approximately how often did you and Mr. Howard speak either on a

1 personal or professional capacity?

2 A. Quite often, several times a week.

3 Q. Are you still in touch with Dylan Howard?

4 A. Somewhat.

5 Q. Are you familiar with someone named David Pecker?

6 A. Yes.

7 Q. Who is he?

8 A. He was Dylan's boss, and I believe CEO of American
9 Media Inc.

10 Q. Did you have a lot of interaction with David Pecker
11 himself?

12 A. Very little.

13 Q. When you say "very little," in the years 2015 to 2017,
14 roughly how many times would you say you have interacted with
15 David Pecker in any capacity?

16 A. I think in my life I have only interacted with him
17 three, maybe four times.

18 Q. Are you familiar with someone named Michael Cohen?

19 A. Yes.

20 Q. Who is Michael Cohen?

21 A. Michael Cohen is the former attorney, former attorney
22 for Donald Trump.

23 Q. And how did you come to meet Michael Cohen?

24 A. In approximately 2011, there was an article that was
25 published in a blog that involved my client and Donald Trump,

1 and I had the occasion to have a conversation with Michael Cohen
2 relating to that blog posting.

3 Q. We'll get back to that.

4 Who was your client at the time that led you to
5 interact with Michael Cohen on behalf of Donald Trump?

6 A. Stephanie Clifford, otherwise known as Stormy Daniels.

7 Q. Now, during that period from 2015 to 2017, did you at
8 times use encrypted apps, encrypted phone apps to communicate
9 with Michael Cohen?

10 A. Ultimately, on occasion, yes.

11 Q. Do you remember which apps you used?

12 A. Not particularly.

13 Q. Okay.

14 I'm going to ask you please to take a look at a thumb
15 drive.

16 I am going to ask you if you recognize it?

17 A. I do.

18 Q. How do you recognize it?

19 A. My initials are on it.

20 Q. Is the date that you examined it also on there?

21 A. Yes.

22 Q. What date is that?

23 A. Today's April -- April 30th.

24 Q. Did you briefly have the opportunity to examine the
25 contents of that drive?

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1 A. I did.

2 Q. Does the drive contain various business records,
3 including emails, notes and client statements?

4 A. Yes.

5 Q. As part of your job at Davidson & Associates, do you
6 make and keep business records?

7 A. Yes.

8 Q. Do you send, receive and store work related emails and
9 email attachments?

10 A. Yes.

11 Q. Where are they stored?

12 A. Within our servers, our computer servers.

13 Q. And does this range of exhibits contain a series of
14 emails and attachments between yourself and Michael Cohen from
15 2016?

16 A. Yes.

17 Q. Are they exact copies of emails and attachments that
18 you sent and received?

19 A. They are.

20 Q. Has the substance of these emails been altered in any
21 way?

22 A. No.

23 Q. Do the date and timestamp contained on the emails
24 accurately reflect the times the messages were sent and
25 received?

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1 A. Yes.

2 Q. Are the emails and attachments drafted, sent, received
3 and kept in the regular and ordinary course of your law firm's
4 business?

5 A. Yes.

6 Q. Is that also true for the other types of records you
7 discussed, the nondisclosure agreement, the client statements,
8 are they also made in the regular and ordinary course of your
9 business?

10 A. Yes.

11 Q. Is it part of the business of Davidson & Associates to
12 make and keeps these types of records and emails?

13 A. Yes.

14 Q. Are the emails and attachments drafted, sent, received
15 and kept at or close to the time of the transactions or events
16 to which they relate?

17 A. Yes.

18 Q. And is that also true for the other types of documents
19 on that thumb drive?

20 A. It is.

21 Q. Is the person or persons who make the documents under a
22 business duty to do so accurately?

23 A. Yes.

24 Q. Are you a custodian of your law firm's business
25 records?

1 A. I am.

2 Q. Did you produce each of the records, I am speaking
3 specifically of People's Exhibits 276 through 286 -- are each of
4 those records produced by you pursuant to a subpoena by the New
5 York County District Attorney's office?

6 A. They were produced pursuant to a subpoena.

7 Q. Did you also get a chance to review Exhibits 62 through
8 63 on that same thumb drive?

9 A. Yes, I did.

10 Q. Are those also a series of emails and attachments
11 between yourself and Michael Cohen?

12 A. Yes.

13 Q. Are those emails sent and received in the ordinary
14 course of your firm's business?

15 A. Yes.

16 Q. Do these exhibits, 62 through 65 range, are they exact
17 copies of emails and attachments that you sent and received back
18 and forth with Michael Cohen back in 2016?

19 A. They are.

20 Q. And has the substance of those emails been altered in
21 any way?

22 A. No.

23 Q. Do the date and timestamps contained on those emails
24 accurately reflect the times the text messages were sent and
25 received?

1 A. Yes.

2 MR. STEINGLASS: I offer into evidence People's
3 Exhibits 276 through 286 as well as People's 62 through 65.

4 MR. BOVE: No objection.

5 THE COURT: People's 276 through 286 and 62
6 through 65 are received into evidence.

7 (Whereupon, People's Exhibits 276 through 286, and
8 62 through 65 were received into evidence.)

9 Q. Do you know somebody named Karen McDougal?

10 A. I do.

11 Q. In what context?

12 A. She was a client of mine.

13 Q. Do you remember how you came to meet her or be
14 introduced to her?

15 A. I met her probably 25 years ago, she was dating a
16 friend of mine.

17 Q. Okay. And in the summer of 2016, did you represent
18 her?

19 A. Yes.

20 Q. In what capacity?

21 A. I represented her in order to provide advice and
22 counsel as to what her rights and obligations would be regarding
23 a personal interaction she had.

24 Q. With whom?

25 A. With Donald Trump.

1 Q. And do you know, approximately, when it was that she
2 became your client?

3 A. Not offhand.

4 Q. And do you know how it was that she became your client?

5 A. Yes.

6 Q. Can you tell us, please?

7 A. Her former brother-in-law was a client of mine and her
8 former brother-in-law, by the name of Jay Grdina, made the
9 introduction or the re-introduction between Karen and I.

10 (Displayed.)

11 Q. So I am now showing you People's 279 in evidence.
12 It's in evidence. It can be displayed to everyone.

13 I am going to ask you when it pops up, if you recognize
14 this document?

15 A. I do.

16 Q. What is it?

17 A. This is an email from me to Karen McDougal with the
18 cc to Jay Grdina thanking her for the conversation of that day,
19 6/15/2016.

20 Q. And does the email also contain an attachment?

21 A. It does, yes. The attachment is a retainer agreement
22 between me and my law firm and Karen.

23 Q. Is it fair to say you are sending her a blank retainer
24 agreement?

25 A. I am sending her a signature ready retainer agreement

1 for her signature.

2 Q. Got it.

3 When I say "blank," I mean her signature line was
4 blank, you were sending it to her for that purpose; is that
5 right?

6 A. For execution.

7 Q. Got it.

8 I believe you told us the date of the email was
9 June 15, 2016?

10 A. Yes.

11 Q. So I want to show you Page 2 of this exhibit. Is this
12 the first page of your retainer agreement?

13 A. Yes.

14 Q. I am going to ask that we blow up Paragraph 2. I am
15 going to ask you to read that for us.

16 A. Paragraph 2: Scope of Services:

17 Client is hiring attorney to represent client in the
18 matter of client's claims against Donald Trump, and/or assisting
19 client in negotiating a confidential agreement and other live
20 rights related to actions with Donald Trump, and/or negotiating
21 an assignment with exclusive press opportunities regarding the
22 same.

23 Q. Can you translate that for us?

24 A. I was to provide legal services to Karen McDougal and
25 provide advice and counsel to her surrounding a personal

1 interaction she had allegedly had with Donald Trump.

2

3 (Whereupon, Theresa Magniccari, Senior Court Reporter was
4 Relieved by Laurie Eisenberg, as Senior Court Reporter.)

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1 Q And is one of the ways in which -- withdrawn.

2 This paragraph is entitled Scope of Services; correct?

3 A Yes.

4 Q Does one of the contemplated services include,
5 potentially, negotiating the assignment of exclusive press
6 opportunities regarding her interaction with Mr. Trump?

7 A That's true.

8 Q What does that mean, "negotiating the assignment of
9 exclusive press opportunities"?

10 A (Pause) At that time, in mid-Two-Thousand-Teens or so,
11 media outlets, both traditional and tabloid, would, often
12 times, enter into exclusive arrangements where someone would
13 provide an exclusive content to that media outlet in exchange
14 for money.

15 Q And did you -- you wrote this Retainer Agreement;
16 correct?

17 A I believe so.

18 Q And did you contemplate -- withdrawn.

19 Did you discuss with Ms. McDougal the fact that you were
20 authorized to negotiate on her behalf in dealing with various
21 media outlets?

22 A I can't and won't discuss what I discussed with
23 Ms. McDougal.

24 I think that the paragraph speaks for itself.

25 Q Okay.

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1 Thank you for pointing that out.

2 So, let me ask the question a different way.

3 Did this Agreement -- did you interpret this Agreement as
4 authorizing you to interact and negotiate with media companies
5 on your client's behalf?

6 A Yes.

7 Q Thank you.

8 So, directing your attention to June of 2016, did there
9 come a time when you reached out to Dylan Howard regarding the
10 potential Karen McDougal story?

11 A Yes.

12 Q Did you do this behind your client's back?

13 A No.

14 Q Did you reveal client confidences when you spoke with
15 Mr. Howard?

16 A No.

17 Q I'm going to show you what is already in evidence and
18 can be displayed to everyone as People's Exhibit 176A.

19 (Whereupon, People's Exhibits are shown on the
20 screens throughout the following testimony:)

21 Q I'm going to ask you if you recognize this series of
22 messages to be texts between yourself and Dylan Howard from the
23 year 2016?

24 A I do.

25 Q Have you had a chance to review the substance of these

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1 texts?

2 A I have.

3 Q And are the texts that appear on this exhibit the
4 exact texts you sent and received to and from Dylan Howard?

5 A They are.

6 Q Do you have any reason to doubt the accuracy of the
7 date and timestamps?

8 A I do not.

9 Q Okay.

10 MR. STEINGLASS: I am going to ask that we blow
11 up the last two text boxes -- I mean, the last -- the last
12 column, the first two boxes in the last column. Lines 111
13 through 112.

14 Q Let me ask you, first, can you tell what time zone
15 these -- the date and timestamp is in?

16 A I think it's UTC.

17 Q Are you familiar with the relationship between UTC
18 time and, let's say, West Coast Time or East Coast Time?

19 A Not particularly.

20 Q But these texts are dated particularly in UTC Time; is
21 that right?

22 A Yes.

23 Q What is the date on this first text?

24 A June 7th.

25 Q And who is the first text in this chain from?

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1 A It's from me.

2 Q To whom?

3 A Dylan Howard.

4 Q What is the body of the text?

5 A I have a blockbuster Trump story.

6 Q What did you mean by that?

7 A Sort of an entree or teaser to Dylan to let him know
8 that I had, perhaps, an opportunity for him.

9 Q And what was the -- generally speaking, and certainly
10 without revealing client confidences, what was the opportunity
11 about which you were contacting him?

12 A Regarding the interaction between Karen McDougal and
13 Donald Trump.

14 Q What did Mr. Howard say, if anything, in response?

15 A "Talk 1st thing. I will get you more than anyone for
16 it. You know why."

17 Q What do you understand "Talk 1st thing" to mean?

18 A That he would call me in the morning.

19 Q What did you understand the rest of the text to mean?

20 A That -- I don't know if I had a clear understanding at
21 that time, but I knew that Dylan's boss, David Pecker, and
22 Mr. Trump were long-time friends and had a former business
23 relationship, that Mr. Pecker published Trump Magazine, and
24 that at the time AMI had announced -- they hadn't announced
25 explicitly, at least impliedly, that they had endorsed

1 Mr. Trump's candidacy.

2 Q So, Mr. Howard said, "Talk 1st thing."

3 Did you, in fact, speak with Mr. Howard the following
4 morning?

5 A I can't recall.

6 Q Well, did you continue to text back and forth with him
7 about the Karen McDougal story?

8 A Yes.

9 Q During the course of those text messages, were there
10 also times when you spoke with him on the phone?

11 A Yes.

12 Q So, I want to display some more texts from this
13 exhibit, also still on Page 1 -- I'm just going to ask you to
14 tell us who says what here.

15 A You would like me to read these texts?

16 Q Please.

17 And tell us who each one is from as you're doing that.

18 A From Dylan: "Did he cheat on Melania?"

19 Q Who did you understand "he" to be referring to?

20 A Donald Trump.

21 Q Okay.

22 Next text. From whom?

23 A From Dylan.

24 Q Okay.

25 A "Do you know if the affair was during his marriage to

1 Melania?"

2 Q Again, do you understand "his" to be a reference to
3 Donald Trump?

4 A Yes.

5 Q And how did you respond to this text?

6 A "I really cannot say yet. Sorry."

7 Q Is that because you didn't know or because you weren't
8 prepared to discuss the details at that point?

9 A It was because it was the latter, because I was not
10 prepared to discuss the details at that point.

11 Q And how did Mr. Howard respond?

12 A "Okay. Keep me informed."

13 Q Now, in connection with your representation of Karen
14 McDougal, did you arrange a meeting between Karen McDougal and
15 Dylan Howard?

16 A Yes.

17 Q And were others present as well for that meeting?

18 A Yes.

19 Q Who was present for that meeting?

20 A Jay Grdina was present, and a man by the name of
21 Johnny Crawford was present, and Ms. McDougal.

22 Q Who is John Crawford?

23 A He was a friend of Karen's. I think a former police
24 officer in Phoenix, Arizona.

25 Q Where did this meeting take place?

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1 A In my office.

2 Q Do you remember the date that the meeting took place?

3 A Not offhand.

4 Q Were you present for the meeting?

5 A I was.

6 Q Okay.

7 Let's see if some more texts in this chain can help refresh
8 your recollection.

9 MR. STEINGLASS: Switch to Page 2, Line 11 --
10 11140.

11 (Whereupon, an exhibit is shown on the screens.)

12 Q Do you see this text here?

13 A Yes.

14 Q And can you tell what date that was sent on?

15 A June 20, 2016.

16 Q What is the substance of the text?

17 A This is from Dylan Howard: "Landed. En route to your
18 office."

19 Q So, does that refresh your recollection about what
20 date the meeting took place between yourself, Dylan Howard,
21 Karen McDougal and her friend?

22 A Yes.

23 Q What was discussed during this meeting?

24 A The subject of the Retention Agreement between Karen
25 and I. The personal attraction that Karen had with Donald

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1 Trump.

2 Q Given the presence of others at this meeting, do you
3 believe that the contents of what Ms. McDougal said was
4 privileged?

5 A No.

6 Q So, can you tell us the substance of what Ms. McDougal
7 said about the nature of her interactions with Mr. Trump during
8 this meeting?

9 A I can summarize it.

10 Q That's fine.

11 A Ms. McDougal alleged that she had had a -- a romantic
12 affair with Donald Trump some years prior.

13 Q And -- withdrawn.

14 When you say "romantic", does that include sexual?

15 A That's what she expressed.

16 Q And do you know how long that romantic and sexual
17 affair lasted -- withdrawn.

18 As a result of what Ms. McDougal said in that meeting,
19 which was non-privileged, do you know how long that affair
20 lasted for or how long she said it lasted for?

21 A I can't recall, specifically.

22 It was several weeks to months, if not more.

23 I can't recall, specifically.

24 Q Okay.

25 Now, generally speaking, Mr. Davidson, what was the purpose

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1 of this meeting between your client and Dylan Howard?

2 A It was sort of a proffer session where -- where
3 Ms. McDougal would -- under agreement that nothing was to be
4 published, where Ms. McDougal would tell her story to Dylan
5 Howard on behalf of AMI, so that Dylan could gauge interest in
6 the story, whether or not AMI did or did not have interest in
7 this story.

8 Q Now, did the meeting result in an immediate deal with
9 AMI?

10 A No, it did not.

11 Q How did you leave it with Dylan Howard?

12 A Um, Dylan wanted to -- to return to New York, um, run
13 it up the flagpole, and stated that he would get back to me.

14 Q When you say "run it up the flagpole", who, to your
15 knowledge, was higher at AMI, higher than Dylan Howard?

16 A It's my understanding that the only one higher than
17 Dylan Howard at AMI was David Pecker.

18 Q So, very generally speaking, in the weeks that
19 followed, what happened after that?

20 A I think Dylan -- the first entree, if you will, was
21 that Dylan stated that AMI was not interested at that time
22 because Karen lacked -- excuse me -- Karen, Karen McDougal
23 lacked documentary evidence of the interaction.

24 Q So, how did you leave it?

25 A Um, I think we just said we would keep in touch.

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1 Q Okay.

2 So, let me show you some more of these texts, and I'll blow
3 up Page 4, Lines 11116 and 67.

4 (Whereupon, further exhibits are shown on the
5 screens throughout the following testimony:)

6 Q I'm going to ask you again to read us these texts and
7 tell us who sent them.

8 A This is June 27th, from me to Dylan Howard.

9 "It's a story" -- misspelling, but -- "a story that should
10 be told."

11 Q Just to clarify for the record, the body of the text
12 actually says: "It's a story hat should be told."

13 You're saying that's a typo, and it should be, "It's a
14 story that should be told"?

15 A Yes. Correct.

16 Q How -- withdrawn.

17 What "story" were you referring to?

18 A The interaction between Ms. McDougal and Mr. Trump.

19 Q How did Dylan Howard respond?

20 A "I agree."

21 Q Now, moving to some later texts on this page, we'll
22 blow them up, Lines 11227 through 31.

23 I'll ask you, first of all, what is the date of this
24 particular exchange?

25 A June 21st.

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1 Q You sure about that month?

2 A July. July 21st.

3 Q So, it had been some time at this point?

4 A That's right.

5 Q What -- who sent what and when?

6 A This is from Dylan Howard: "Let's talk DT, slash, Ross
7 tomorrow. I think this is the entree for me to go back to
8 them."

9 Q To reiterate, Mr. Davidson, during this period, the --
10 more than a month had passed since your June 20th meeting with
11 Dylan Howard, and your client, and the others in your offices.
12 Were you in phone communication with Dylan Howard, as well,
13 during this time?

14 A Yes.

15 Q And so, when -- first of all, I'm going to ask you,
16 what did you understand it to mean when Dylan Howard wrote,
17 "Let's talk DT, slash, Ross tomorrow"?

18 Who's "DT"? What's "DT"?

19 A My understanding was it was Donald Trump.

20 Q What's "Ross"?

21 A "Ross" was a man named Brian Ross. I think he was a
22 broadcaster, a news broadcaster; and I think he was, at the
23 time, heavily investigating for reporting for ABC News.

24 Q Is it fair to say, during this period of time, you
25 were also negotiating with ABC News on Karen McDougal's behalf?

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1 A That's true.

2 Q Had they expressed interest in acquiring Karen
3 McDougal's story?

4 A Yes.

5 Q When Dylan Howard wrote: "I think this is the entree
6 for me to go back to them," who did you understand Dylan Howard
7 would be going back to?

8 A Certainly, David Pecker.

9 I don't know if I had an understanding, or if I read the
10 text that closely, that there was anyone other than Pecker at
11 the time.

12 Q That's fine.

13 How did you respond to that?

14 A "Better be quick."

15 Q What did you mean by that?

16 A At the time, as is often the case with negotiations, I
17 was trying to play two entities off of each other.

18 Q And what's the -- what's the objective?

19 A To create a sense of urgency, if you will.

20 Q And -- withdrawn.

21 Is there anything wrong with that?

22 A No.

23 Q Can you explain why not?

24 A I don't understand your question.

25 Q Yeah. I'm not sure I do, either.

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1 You've been a lawyer for how long?

2 A Twenty-four years.

3 Q Is there anything wrong with a lawyer negotiating on
4 behalf of their client to get the best possible deal for their
5 client?

6 A I think that's our duty.

7 Q And did you view it as your duty to try to get the
8 best deal you could for your client at the time?

9 A Yes.

10 Q Whether that deal was from AMI or from ABC or from
11 somewhere else?

12 A Correct.

13 Q So, do I understand you correctly to be saying that
14 when you said, "Better be quick," you were trying to convey
15 that there was some urgency and that Dylan Howard should act
16 quickly?

17 A That's fair.

18 Q Okay.

19 Keep going, please.

20 A This is from me to Dylan Howard: "Will do."

21 Q What did Dylan Howard say?

22 A "I know.

23 Q Did he say anything else?

24 A "I emailed and said we need to talk urgently."

25 Q What do you understand that to mean? Who had Dylan

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1 Howard emailed?

2 A Perhaps, David Pecker.

3 Q Okay.

4 So, directing your attention to the last blown-up line on
5 Page 4, is this another exchange between you and Dylan Howard?

6 A Yes.

7 Q And who wrote this?

8 A This is from Dylan Howard -- no.

9 This is from me.

10 Q On what day?

11 A July 22nd.

12 Q And what's the body of the email or -- sorry -- the
13 body of the text?

14 A "Don't forget about Cohen. Time is of the essence. The
15 girl is being cornered" -- this is -- "the girl is being
16 cornered by the estrogen mafia."

17 Q So, who is "Cohen" in this email?

18 A Michael Cohen.

19 Q And what did you mean by "time is of the essence"? The
20 same as the "better be quick" email or text from earlier?

21 A Yeah.

22 I think, at the time, Karen was sort of teetering. She was
23 about to enter into a deal with ABC.

24 Q And what did you mean by "The girl is being cornered
25 by the estrogen mafia"?

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1 A It's a very unfortunate, regrettable text I sent. That
2 phrase is -- is not one that I used or came up with.

3 That -- that term, I think, by one of -- one of Karen's --
4 (witness clears throat) -- associates that was at that first
5 meeting. There was several women who were, um, leaning on Karen
6 to sign the deal with ABC.

7 Q So, taken as a whole, is this text another effort to
8 spur Dylan Howard into action?

9 A Yes.

10 Q Okay.

11 So, turning to Page 5 of the exhibit, and directing your
12 attention to some of the lines between 250 and 273.

13 I'm going to ask you, first, what day is this exchange?

14 A July 22nd.

15 Q So, same day as the last text?

16 A Yes.

17 Q So, how did Dylan Howard answer your text?

18 A "Yep. I plugged a call in." We [sic] "will have news
19 by Monday."

20 Q What did you understand that to mean?

21 A That they would have an offer for Karen on Monday.

22 Q The following day, July 23rd, do you see another
23 communication from Dylan Howard?

24 A Yes.

25 Q What does that text say?

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1 A He says: "Get me a price on McDougal. All in.
2 Consulting gig perhaps as a fitness expert thrown into the
3 mix."

4 Q What did you understand that to mean from Dylan
5 Howard?

6 A Karen had expressed at that initial meeting that she
7 had three goals that she wanted to accomplish.

8 And I think he was trying to address each of those goals in
9 order to persuade her that AMI was the right avenue for her to
10 use.

11 Q What were the three goals?

12 A To rejuvenate her career, one.

13 To -- to make money, two.

14 And, three, um, to avoid telling a story and being termed
15 "the scarlet letter", becoming "the scarlet letter"; the,
16 quote, "other woman".

17 Q So, if possible, Ms. McDougal did not want to have to
18 tell her story?

19 A She did not want to tell her story.

20 Q Now, the ABC deal that you were also working on on her
21 behalf, would that have required her to tell her story?

22 A Yes.

23 Q I'm not going to ask you about client confidences, so
24 I'll just ask you this: Is it your understanding that one of
25 the more attractive aspects of the AMI deal was that she might

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1 not actually have to tell that story, or she wouldn't have to
2 tell her story?

3 A Well, that was one of her stated goals, and that would
4 be in alignment with one of her very important stated goals.

5 Q So, Mr. Howard says: "Get me a price. All in,"
6 et cetera.

7 How do you respond?

8 A It's a negotiation, and so I started high and threw
9 out a million dollars.

10 I said: "How about one million now and 75,000 a year for
11 the next two years as a fitness correspondent for AMI and your
12 related publications?"

13 Q So, you -- you almost translated that text a little
14 bit as you read it; right?

15 The number "1M" you read as "one million"; is that correct?

16 A Would you like me to read it?

17 Q That's fine.

18 A "1M" is one million, yes.

19 Q And "75K" is "75,000"?

20 A Yes.

21 Q I know this sounds silly, but "ur" is shorthand for
22 the words "you are"?

23 A Yes.

24 Q And "pubs" is short for "publications"?

25 A Yes.

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1 Q How did Dylan Howard respond?

2 A "I'll take it to them but thinking it's more hundreds
3 than millions."

4 Q What did you understand that to mean?

5 A That was -- I should expect a counteroffer that was
6 substantially less than a million.

7 Q Okay.

8 And how did you respond to that?

9 A "800,000 now and 100,000 per year for two years for a
10 total of one million."

11 Q Again, just to make a clear record -- I'm sorry I have
12 to do that each time.

13 "800" means "800,000"; "100" means "100,000"; and "1M"
14 means "one million"?

15 A Yes.

16 Q How did Mr. Howard respond?

17 A "Leave with me."

18 Q How did you take that?

19 A That we really weren't in the same ballpark.

20 Q Okay.

21 So, next page. Lines 280 through 282;

22 I'll ask you to, first, tell us what is the date that that
23 exchange takes place on.

24 A July 28th.

25 Q Okay.

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1 And what do the texts say?

2 Start with the first one you sent back.

3 A This is from Dylan: "We are going to lay it on thick
4 for her."

5 Q What did you understand that to mean?

6 A I think at this point in time, Karen was teetering
7 between two competing deals, and we had requested a meeting
8 where -- where each entity could make a pitch as to why they
9 were the correct avenue for Karen.

10 Q Okay.

11 And how did you respond to that?

12 A "Good. Throw in an ambassadorship for me. I'm thinking
13 the Isle of Mann."

14 Q What did you mean by that, Mr. Davidson?

15 A It was sort of in jest. But, it was -- it was just a
16 joke.

17 Q Um, so, what -- I'm trying to think about how to
18 phrase this question.

19 Why was that a joke? Why was that funny? What was going on
20 in your mind when you made that joke?

21 A Well, I don't think -- I don't think -- I don't even
22 think the Isle of Mann is a country.

23 MR. STEINGLASS: (Laughs).

24 A And I know they don't have an ambassador.

25 But, I think it was a reference to Mr. Trump's candidacy.

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1 Q Can you just explain that a little bit more?

2 A That, somehow, if Karen did this deal with AMI, that
3 it would help Donald Trump's candidacy.

4 Q And at the time that you sent that text in jest, did
5 you understand that AMI was working with then-candidate Trump
6 regarding your client?

7 A I don't know about that. I don't know that I had
8 specific information that they were or not working with him.

9 I knew that they had announced their support for Mr. Trump,
10 but I don't know that they were working with him.

11 Q Okay.

12 Is it safe to assume from your joke that you had an
13 understanding that if you were to close your deal, this would
14 somehow benefit the candidate, Donald Trump?

15 A Yes.

16 Q So, I want to turn your attention to Page 6, the next
17 few lines, 292 to 293.

18 I'll ask you, what is the date of these texts?

19 A July 28th.

20 Q Yes. I'm sorry. July 28th. That's right.

21 Go ahead.

22 A This was from Dylan Howard: "She'll get more out of a
23 deal with AMI than ABC. And I'm happy to sign some sort of
24 agreement that alleviates some fears about jurisdiction/meeting
25 only with AMI."

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1 Q That's a text from Dylan. That means Dylan Howard;
2 correct?

3 A Yes.

4 Q What did you understand that to mean?

5 A I -- I understand the first part, the first sentence.

6 I'm not so sure I understand the second sentence.

7 Q Okay.

8 Well, tell us about the part you do understand.

9 A "She'll get more out of a deal with AMI than ABC," I
10 think that's self-explanatory.

11 And Dylan was making his case why they were the right
12 avenue for Karen to choose.

13 Q Okay.

14 How did you respond?

15 A "I need this to happen."

16 Q Now, Mr. Davidson, based on non-privileged
17 communications to which you were privy, why did you need this
18 to happen?

19 Why did Karen McDougal prefer the AMI deal to the ABC deal?

20 A Because she -- at that time -- at that time, based on
21 non-privileged information, she had announced her desire to not
22 tell the story about her interaction with Donald Trump.

23 Q So that -- withdrawn.

24 Part of the allure of the AMI deal was that she wouldn't
25 have to; is that your understanding?

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1 A Yes.

2 Q I am showing you now People's 280 in evidence.

3 (Whereupon, an exhibit is shown on the screens.)

4 Q I'm going to ask you if you recognize this?

5 A I do.

6 Q What is it?

7 A This is -- it's a meeting invitation, a Zoom
8 invitation from me to Jay Grdina, Karen McDougal, and Dylan
9 Howard.

10 Q You said "Zoom".

11 Is it a video conference? Is Ring Central a video
12 conferencing platform, much like Zoom?

13 A Yes.

14 Q Who did you invite?

15 You just told us.

16 Did this meeting, in fact, take place on this day?

17 A I believe -- it definitely took place. I assume it
18 took place this day.

19 Q The date of the invite was August 2, 2016?

20 A Yes.

21 MR. STEINGLASS: Is this a good time to break?

22 THE COURT: Jurors, let's take our recess for
23 lunch.

24 I remind you, please, do not discuss this case
25 among yourselves or with anyone else.

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1 Keep an open mind as to the defendant's guilt or
2 innocence.

3 Please do not express or form an opinion as to
4 the defendant's guilt or innocence.

5 Please remember all of my other admonitions.

6 Just put the case out of your mind.

7 Enjoy your lunch.

8 COURT OFFICER: All rise.

9 (Whereupon, the jurors and the alternate jurors
10 are excused.)

11 THE COURT: Thank you, sir.

12 You can step down.

13 (Whereupon, the witness is excused.)

14 THE COURT: See you at 2:15.

15 (Whereupon, a luncheon recess is taken.)

16 *****

17 (Whereupon, the case is recalled in the afternoon
18 session.)

19 THE CLERK: Continuing case on trial, People v.
20 Donald J. Trump.

21 All parties are present.

22 THE COURT: Good afternoon.

23 Should we get the witness?

24 MR. STEINGLASS: Sure.

25 THE COURT: Let's get the witness, please.

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1 COURT OFFICER: Witness entering.

2 (Whereupon, the witness, Keith Davidson, having
3 been previously duly sworn and/or affirmed, resumes the
4 witness stand and testifies as follows:)

5 THE COURT: I remind you, you're under oath.

6 Let's get the jury, please.

7 COURT OFFICER: All rise. Jury entering.

8 (Whereupon, the jurors and the alternate jurors
9 are present and properly seated.).

10 THE CLERK: Continuing case on trial. People v.
11 Donald J. Trump.

12 All parties and all jurors are present.

13 MR. STEINGLASS: Thank you, Judge.

14 CONTINUED DIRECT EXAMINATION

15 BY MR. STEINGLASS:

16 Q Good afternoon, Mr. Howard [sic].

17 I just want to put -- that's the second time.

18 Good afternoon, Mr. Davidson.

19 I want to show you part of a text exchange we were looking
20 at before lunch. This is from People's 176A, Lines -- Page 6,
21 Lines 292 to 293.

22 (Whereupon, exhibits are shown on the screens
23 throughout the following testimony.)

24 Q So, that last text that's sent on July 29th at 2:24 AM
25 UTC time, is that text to you from Dylan Howard or the other

1 way around?

2 A It's from Dylan Howard to me.

3 Q And, so, when Dylan Howard said, "I need this to
4 happen," how did you interpret that?

5 A I don't know. I suppose I interpreted it that he
6 wanted it to happen.

7 Q You mean, "it" being the deal with Karen McDougal and
8 AMI?

9 A Yes, sir.

10 Q Okay.

11 Continuing on with this exhibit to the next page, Page 7,
12 I'm going to blow up Lines 314 to 319.

13 Again, I'll ask you to give us the date, the to and the
14 from, and the substance of these emails -- texts.

15 A You want me to read right through all of them?

16 Q Sure.

17 Start with the date and time of the first one, please.

18 A This is August 2nd, from me to Dylan Howard: "I can't
19 believe they are asking me to go back to you for another 25 but
20 they are. He deal is accepted at 150. Can you do that?"

21 Q A couple of questions about that.

22 First of all, does "25" mean "25,000"?

23 A Yes.

24 Q And "he deal", should that read "the deal"?

25 A Yes.

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1 Q Who was asking you to go back for another \$25,000?

2 A It would be Mr. Grdina and Karen McDougal.

3 Q And how did Dylan Howard respond?

4 A "He just called me. 'F' it. Not my money. I'll ask."

5 Q When you said, "F it," is the full "F" word written
6 out in the text?

7 A Yes.

8 Q What did you understand that to mean?

9 A Um, that someone just called him, and that he didn't
10 care about money because it wasn't his; he would run it up the
11 flagpole.

12 Q "He didn't care about money; he would run it up the
13 flagpole;" you're referring to Dylan Howard?

14 A Yes.

15 Q Okay.

16 The next text please, who is that from?

17 A From me, to Dylan: "Let's try and wrap up Karen's
18 deal. She is getting repeated phone calls from Rhonda
19 Schwartz."

20 Q What did you mean by that?

21 A That the deal was getting stale. It had been left on
22 the counter for a bit. And if he wanted to close it up, now was
23 the time.

24 Q Who is Rhonda Schwartz?

25 A Rhonda was with the Investigation Department at ABC

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1 News. She works or worked for Brian Ross.

2 Q Okay.

3 How did he respond?

4 A Dylan responded: "We are figuring out the mechanics
5 of the deal already."

6 Q What did you understand that to mean?

7 A Just, that they were figuring out how to paper the
8 deal.

9 Q Paper the deal between Karen McDougal and AMI?

10 A Yes.

11 Q Did he add something after that?

12 A "Right now I mean."

13 Q Did you respond?

14 A I responded: "Got it."

15 Q Okay.

16 Also, on Page 7, Lines 320 and 321, what is the date of
17 this exchange?

18 A August 5, 2016.

19 Q And who sent the first text in this blown-up portion
20 of these -- this exchange?

21 A Dylan Howard to me.

22 "Cameron's" -- excuse me.

23 This is August 5, 2016. It's from me to Dylan.

24 Q Okay.

25 What did you say?

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1 A "Cameron's agreement wasn't really even close to what
2 we were expecting. Please review the red-line I just sent. Need
3 to handle this quickly."

4 Q First of all, who is "Cameron"?

5 A Cameron Stracher is General Counsel for AMI.

6 Q What is a "red-line"?

7 A A "red-line" is just modifications or corrections to
8 an editable document that's like -- it's a step along the way
9 in modifying a document.

10 Q So, what did you mean when you said that his agreement
11 wasn't close to what you were expecting?

12 A We had come to terms by this point with AMI on the
13 deal points. And there was a Short-Form Agreement or at least
14 deal points. And that that was negotiated between Dylan and I.
15 And then Dylan, as a content editor, handed it off to the Legal
16 Department at AMI, Cameron. And when the Short-Form Agreement
17 or the deal points morphed into the Long-Form Agreement with
18 Cameron, they didn't jive.

19 Q So, do I understand you correctly to be saying that
20 Cameron had sent you a contract, and it did not match your
21 understanding of what you thought the deal was that had been
22 negotiated between yourself and Mr. Howard?

23 A Correct.

24 Q So, when you refer to "the red-line", does that mean
25 you made proposed changes to the contract they had sent over

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1 and sent it back?

2 A I believe so.

3 But, it -- the red lines were either extremely extensive --
4 I mean, it was difficult to red-line something that didn't even
5 closely resemble, I believe to my recollection, the deal points
6 that we came up with.

7 Q And you ended the text by saying: "Need to handle this
8 quickly."

9 Why was there a need to "handle this quickly"?

10 A Just, on my side of the aisle, there was a growing
11 frustration with the process.

12 Q And how, if at all, did Dylan Howard respond to your
13 text?

14 A "I asked Cam to call you."

15 Q Continuing on to the next page and directing your
16 attention to the blown-up line, which is 322.

17 Did you send another text that same day?

18 A Yes.

19 Q And can you read us that text, please?

20 A "He" -- this is from me to Dylan. "He wants me to call
21 Cohen. You think that's okay? I've been trying like hell to
22 avoid that."

23 Q What did you mean by that?

24 First of all, who wanted you to call him?

25 A Cam. Cameron Stracher.

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1 Q And what was your understanding of why Cam wanted you
2 to call Michael Cohen?

3 A (No response).

4 Q Withdrawn.

5 Between that last text and this text, did you have a
6 conversation on the phone with Cameron?

7 A I did.

8 Q Can you tell us about it?

9 A Not only -- not only were we not on the same page
10 between the Short-Form and the Long-Form, and then Dylan asked
11 me to call Cameron; and I did call Cameron, and even when we
12 spoke, we still weren't on the same page. I think I told him
13 that. I know I told him that.

14 I said, "Look, this agreement doesn't nearly comport to
15 what was agreed to in the deal points."

16 I think I was frustrated.

17 He was frustrated, and he said, "Why don't you just call
18 Cohen?"

19 Q "He", meaning Cam suggested you call Cohen?

20 A Yes.

21 Q Did you ask Mr. Stracher why he wanted you to call
22 Michael Cohen if Michael Cohen had nothing to do with the deal?

23 A I -- I believe so. I probably did. I don't have a
24 specific recollection.

25 I thought it was odd, certainly.

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1 Q Sorry?

2 A I thought it was odd.

3 Q And so, what did you mean when you said, "I've been
4 trying like hell to avoid that?"

5 A My first interaction with Michael Cohen was in 2011,
6 regarding that blog post that we discussed earlier. And my
7 interaction with him around that time in 2011 was -- was not
8 pleasant or -- or constructive, and I didn't particularly like
9 dealing with him. And that's why I was trying like hell to
10 avoid talking to him.

11 Q Continuing on this text string from the same day,
12 did -- I'm speaking, specifically, of Page 8, Lines 326 through
13 330. I'll just ask you to, again, read us through these texts,
14 who sent them, and what they mean.

15 A August 5th, from Dylan Howard to me: "Okay. We are
16 paying."

17 Q Let me stop you right there for a second.
18 What did you understand that to mean?

19 A That they were ready to pay for the deal.

20 Q Okay.

21 How did you respond?

22 Or, how -- I guess, is that next text another text from
23 Dylan Howard?

24 A Yes.

25 Q What does it say?

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1 A "Glad it all sorted."

2 Q And then, did he say anything else?

3 A "Fucken Jesus."

4 Q You're quoting, so it's okay.

5 Did you have any understanding of what that all meant,
6 those three texts?

7 A I think it was just a frustrating deal for everybody
8 involved, and it was -- it was just a lot of, sort of, heavy
9 lifting.

10 Q And then what did you say?

11 A "Yes -- I believe so. I told Cohen this never would
12 have happened without you."

13 Q How did Dylan Howard respond to that?

14 A "He's hopeless. Oh well. Another one done."

15 Q So, from this text exchange, does it appear -- let me
16 ask this a different way.

17 Did you call Cohen at some point in the middle of this text
18 exchange?

19 A I recall that I did, yes.

20 Q And did you discuss the Karen McDougal contract with
21 him at all?

22 A Yes.

23 Q And I'll come back to exactly how that conversation
24 went in a minute.

25 I want to take a minute to show you Grand Jury -- I'm sorry

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1 -- to show you People's Exhibit 62, which is in evidence.

2 (Whereupon, an exhibit is shown on the screens.)

3 Q I'll just ask if you recognize this?

4 A Yes.

5 Q What is it?

6 A This is an email from me to Michael Cohen, asking him
7 to call me.

8 Q And what is the date of this email?

9 A August 5, 2016.

10 Q And the time?

11 A 2:54 PM. Probably, Pacific Time.

12 Q Do you know if you produced this document or if this
13 was produced by The Trump Organization?

14 You want to look at the Bates stamp at the bottom?

15 A Sure.

16 Q On the -- on the documents that you produced, do your
17 Bates start with the letters KMD?

18 A It did.

19 Q Does that indicate to you this may have been produced
20 by The Trump Organization?

21 A It did.

22 Q Does that clarify at all whether the timestamp on this
23 email was Eastern Time or Pacific Time, or you're not sure?

24 A I'm not sure.

25 I know I called him after the deal closed with AMI and

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1 Karen.

2 Q This seems like a good opportunity to just tell us
3 about the conversation you had with Michael Cohen.

4 A I seem to recall that after the deal closed with
5 Michael Cohen -- excuse me.

6 After the deal closed with AMI, I called Michael Cohen.
7 And I can't recall specifically whether -- maybe Dylan asked me
8 to or something, but I called him and let him know, as a
9 professional courtesy, that the deal involving his client had
10 closed.

11 And I told him, as I stated to you and Dylan Howard, that:
12 "This deal wouldn't have happened without Dylan."

13 Q Now, you said that you called Michael Cohen as a
14 professional courtesy because the deal involving his client
15 closed.

16 What client is that?

17 A Donald Trump.

18 Q Was Donald Trump a party to this agreement, a named
19 party to this agreement between yourself or between, I should
20 say, Karen McDougal and AMI?

21 A No.

22 Q Did you recognize the extent to which the deal could
23 benefit Mr. Cohen's client, Donald Trump?

24 A Yes.

25 Q What was Michael Cohen's reaction when you told him

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1 that the deal was closed?

2 A He was pleased.

3 Q Now, that deal between AMI and Karen McDougal, did
4 that eventually -- did the contract eventually get signed?

5 A Yes.

6 Q And, generally speaking, what were the terms?

7 A There was a financial aspect of the deal. I think it
8 was \$150,000. It involved certain personal services that Karen
9 would render to AMI, which included, um, magazine covers,
10 weekly or monthly columns where she could write on subject
11 matters that interested her, um, and I believe that was it.

12 Q As part of that deal, did AMI acquire Karen McDougal's
13 limited life story rights to any romantic, personal and/or
14 physical relationship with any then-married man?

15 A Yes.

16 Q Just to be clear, who negotiated these terms on behalf
17 of AMI?

18 A Mainly, Dylan Howard, and then Cameron got involved at
19 some point.

20 Q And on behalf of Karen McDougal?

21 A I did.

22 Q I am now showing you what's in evidence already as
23 People's Exhibit 156.

24 MR. STEINGLASS: Can you show them to everyone?

25 (Whereupon, an exhibit is shown on the screens.)

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1 Q Is this the final deal signed between AMI and Karen
2 McDougal?

3 A Assuming that it's signed.

4 Q Well, we can skip to the last page, and I'll show you
5 that.

6 (Whereupon, another page of the exhibit is shown
7 on the screens.)

8 A Yes. This is the final deal.

9 Q And going back to that first page for a minute, just
10 blowing up the top portion, what is the "Effective Date" on
11 this contract?

12 A August 5, 2016.

13 Q I am going to blow up Paragraph 3.

14 I am just going to ask you to read it to yourself. You
15 don't have to read the whole thing out loud.

16 Read it to yourself, and let us know what you understood
17 this paragraph to mean.

18 (Whereupon, the witness reviews the exhibit on
19 his screen.)

20 A Well, I'm ready.

21 Q Okay.

22 Can you tell us what it means?

23 A That Karen had, in the process of entering into this
24 contract with AMI, that she granted her Limited Life Rights
25 related to the subject matter, any affairs she had with any

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1 then-married man to AMI.

2 So that became, in effect, their intellectual property,
3 their exclusive intellectual property.

4 Q Now, based on non-privileged communications to which
5 you were privy, was there a particular then-married man with
6 whom you understood this to apply?

7 A Yes.

8 Q Who?

9 A Donald Trump.

10 Q I'm going to move to Paragraphs 4 and 5 and ask you,
11 first of all, does Paragraph 4 contain the amount that AMI was
12 compensating Karen McDougal for her Limited Life Rights, as
13 well as some of the other services that you mentioned?

14 A Yes.

15 Q How much was she being paid?

16 A 150,000.

17 Q How much of that went to you?

18 A Somewhere between -- I think 45 percent.

19 Q And Paragraph 5, can you read that paragraph out loud?

20 A Paragraph 5: "Nothing herein shall obligate AMI to use
21 the Life Rights in connection with any media. AMI's obligations
22 to McDougal shall be the payment to McDougal of the sum set
23 forth in Paragraph 4 and the obligations set forth in Paragraph
24 1, 2.1 and 2.2.

25 Q Those paragraphs, 1, 2.1, 2.2, does that set out the

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1 other services that you mentioned?

2 A Yes.

3 Q What does this paragraph mean, Paragraph 5?

4 A It means that it was really AMI's option as to whether
5 or not they ever wanted to run the story of Karen's interaction
6 with any then-married man or not. It was their option to either
7 run it or not.

8 Q Now, at the time this agreement was executed, did you
9 believe AMI intended to publish the story?

10 A No.

11 Q Why did you believe that?

12 A I believe it was stated.

13 Q Stated by whom, if you remember?

14 A AMI.

15 Q Did you have an understanding as to why AMI would be
16 purchasing a story that they didn't intend to print?

17 A I think there were two.

18 I think one was -- one explanation that was given was that
19 they were trying to build Karen into a brand and didn't want to
20 diminish her reputation.

21 And the second was more of an unspoken understanding that
22 there was a close affiliation between David Pecker and Donald
23 Trump, and that AMI would not run this story or any story
24 related to Karen and Donald Trump as it would tend to hurt
25 Donald Trump.

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1 Q When you say "hurt Donald Trump", you mean hurt Donald
2 Trump's campaign?

3 A Yes.

4 Q Thank you.

5 I want to show you Page 2, Paragraph 7.

6 (Whereupon, an exhibit is shown on the screens.)

7 Q Again, I'm not going to ask you to read this whole
8 paragraph out loud.

9 You can just read it to yourself, and when you're done,
10 maybe you can tell us what it means.

11 (Whereupon, the witness reviews the exhibit on
12 his screen.)

13 A This is really an Exclusivity paragraph. It means the
14 rights that Karen was transferring to AMI were Exclusive, and
15 she could not -- she could not -- she retained no intellectual
16 property rights in the story for herself; and that's one.

17 And, two, that she cannot transfer them, subsequently, to
18 anybody else.

19 Q She no longer owned her own story?

20 A The limited story.

21 Q The portion of the story that dealt with her affair
22 with Donald Trump?

23 A Fair.

24 Q Is that true?

25 A True.

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1 Q What would happen, according to this paragraph, if
2 Karen McDougal did take her story elsewhere?

3 A The last sentence is a liquidated damages provision.
4 She would owe back, basically, the 150.

5 Q Would she owe back the entire \$150,000, even though
6 she was doing magazine covers and columns?

7 A Pardon?

8 Q Would she owe back the entire 150,000, even though she
9 was still doing the columns and magazine covers?

10 A Yes.

11 Q Going back to that signature on Page 3, did Karen
12 McDougal sign this document?

13 (Whereupon, an exhibit is shown on the screens.)

14 A Yes.

15 MR. STEINGLASS: Can you blow up the bottom,
16 please?

17 A Yes. Yes.

18 Q And --

19 MR. STEINGLASS: Can you blow up a little more of
20 the bottom?

21 Q I would like to know what date she signed it

22 (Whereupon, the witness reviews the exhibit on
23 his screen.)

24 A Yeah.

25 This is Johnny Crawford that we mentioned earlier, which is

1 a notary.

2 August 6, 2016.

3 Q And who, if anyone, signed the Agreement on behalf of
4 AMI?

5 A I don't -- it looks to be Chief Content Officer, which
6 would be Dylan Howard.

7 Q So, Dylan Howard's title is listed.

8 Do you recognize whether or not that's his signature?

9 A Not particularly.

10 Q Okay.

11 Let's go back to People's 176A in evidence. Specifically,
12 Page 9, Lines 357 to 61.

13 (Whereupon, an exhibit is shown on the screens.)

14 Q I'm going to ask you, this is this another text
15 exchange between you and Dylan Howard from August 5, 2016?

16 A Yes.

17 MR. STEINGLASS: Let me double-check one moment.

18 I think I misspoke.

19 Q Is this a text exchange between you and Dylan Howard
20 from August 8th of 2016?

21 A Yes.

22 What was the date of that AMI? The 5th? That last exhibit?

23 Q I don't want to testify.

24 We can pull that back up.

25 I believe you told us it was signed on August 6th.

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1 Let me show you the first page in terms of the Effective
2 Date.

3 (Whereupon, an exhibit is shown on the screens.)

4 A Fair enough.

5 Thank you.

6 Q So, just for the record, what is the Effective Date of
7 the contract?

8 A August 5, 2016.

9 Q Okay.

10 Going back now to what we were showing you before, some
11 texts on Page 9 of 176A.

12 (Whereupon, an exhibit is shown on the screens.)

13 Q Lines 357 to 61.

14 And were these texts back and forth sent on August 8th, and
15 at the very bottom August 9th, of 2016?

16 A Yes.

17 Q And what do the texts say, please?

18 A This is from me to Dylan: "I am going to let ABC know
19 that Karen has decided to keep her story quiet. I'm going to
20 let them know that the family has begged and pleaded with her
21 to not come out and that she has promised her family she
22 wouldn't. I will have Karen ignore all of their calls. Any
23 objection?"

24 Q What did you mean by that?

25 A I stated before we had parallel negotiations with AMI

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1 and ABC, and I needed to, sort of, off-board ABC. And I'll
2 leave it at that.

3 Q How did Dylan Howard respond?

4 A "Yep, that's fine."

5 Q And what did you say after that?

6 A (Laughs) Um, "By the way, they promised her a role on
7 Dancing With the Stars, season 578568655."

8 Q Was the number of the season another joke?

9 A Yes.

10 Q Does "BTW" stand for "by the way"?

11 I know that is a silly question.

12 A Yes.

13 Q Had a potential role on Dancing With the Stars been
14 part of the package that you were negotiating with ABC on
15 behalf of Ms. McDougal?

16 A It was discussed a lot. Um, and it was -- there was an
17 inference that best efforts would be made to make that happen,
18 but it was never guaranteed, and it was never part of the deal.
19 But -- best -- best efforts were discussed.

20 Q Okay.

21 And how did Dylan respond?

22 A "Ha." A laugh.

23 Q Did he send you another text?

24 A Yes.

25 "Payment will be made this week. FYI -- sooner rather than

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1 later. Is it going to you?"

2 Q Okay.

3 Thank you very much.

4 MR. STEINGLASS: You can take that down.

5 Q Mr. Davidson, do you know someone named Stormy

6 Daniels?

7 A Yes.

8 Q In what context?

9 A Stormy Daniels was a client of mine.

10 Q And are you aware of her going by any other names?

11 A Stephanie Clifford.

12 Q How did it come to be that you represented Stormy

13 Daniels?

14 A Stormy Daniels was a talent, and she was managed by

15 Gina Rodriguez, who we discussed earlier.

16 And, so, Gina referred Stormy to me.

17 Q Got it.

18 And what was your understanding of the relationship at the

19 time between Stormy Daniels and Gina Rodriguez at the time?

20 A Gina was a talent manager, and Stormy was talent.

21 Q Was -- so, I guess my question is, was Gina Stormy's

22 manager?

23 A Yes.

24 Q When you said -- earlier, you told us about a 2011

25 encounter Gina had with Michael Cohen and also involved Stormy

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1 Daniels?

2 A Yes.

3 Q In 2011, did you ever speak to Stormy Daniels, or did
4 you deal exclusively with Gina Rodriguez, or someone else?

5 A I think I had a brief conversation with Stormy and
6 Gina.

7 Q In 2011?

8 A Yeah.

9 But, most of my conversations, I believe, were with Gina.

10 Q What, if anything, did you do on behalf of Stormy
11 Daniels in 2011?

12 A Sent a Cease-and-Desist Letter to the blog that we
13 mentioned earlier, The Dirty.com.

14 Q So, the name of the blog is The Dirty.com?

15 A Yes.

16 Q What was the nature of the story that was on the blog
17 that caused you to send the Cease-and-Desist Letter?

18 A There was a blog post or a story posted on the website
19 that stated that Stormy Daniels and Donald Trump had -- had
20 some sort of a physical or romantic, um, interaction.

21 Q So, you said that in connection with this effort on
22 your part, that you had a conversation with Michael Cohen?

23 A Yes.

24 Q Can you tell us how that came about and how that
25 conversation went?

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1 A Yes.

2 Michael Cohen -- the blog post had published. And,
3 apparently -- or, I was informed that Gina had received a phone
4 call from Michael Cohen. And the phone call that she received
5 from Michael Cohen, I think it was a voicemail. I know it was a
6 voicemail. And it might have either been a voicemail or a phone
7 call that was answered by Gina's ex-husband.

8 In any event, Gina called me up to tell me that: "Some jerk
9 called me and was very, very aggressive and threatened to sue
10 me. And I, um, would like you, Keith, to call this jerk back."

11 Q I hate to ask it this way, but who was that "jerk"?

12 A It was Michael Cohen.

13 Q So, what happened when you called -- did you call
14 Michael Cohen?

15 A I did.

16 Q Tell us about that.

17 A Gina provided me the number that he left, either with
18 her ex or on the voicemail. It was for The Trump Organization.

19 I called. I was transferred to Michael Cohen.

20 I introduced myself. And before I could barely get my name
21 out, I was just met with, like, a hustle barrage of insults and
22 insinuations and allegations. That went on for quite a while.

23 Q What was the gist of what he was accusing you of?

24 A (Pause) I don't think he was accusing us of anything.
25 He was just screaming.

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1 Q Okay.

2 What was he upset about?

3 A He was upset that -- that the story on The Dirty.com
4 got published, and he believed that Stormy Daniels was the
5 source behind the story.

6 Q So, what did you tell him?

7 A Well, finally, um, after he finished, I -- I explained
8 to him that I was calling because my client, Stormy Daniels,
9 did not want the story published, and I wanted to see if he had
10 done anything to contact The Dirty to get that story taken down
11 as of that time.

12 He told me that he had not yet done anything.

13 And then, when I told him that my client wanted it taken
14 down, he was like: "Well, why don't you go have them do it and
15 let me know how you make out."

16 Q How -- withdrawn.

17 You said you sent a Cease-and-Desist Letter; right?

18 A Yes.

19 Q What happened as a result of you sending that
20 Cease-and-Desist Letter?

21 A I was successful in accomplishing my client's goals,
22 in having that story taken down.

23 Q That was in 2011?

24 A Yes.

25 Q Now, in the Summer and Fall of 2016, did you resume

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1 representation of Stormy Daniels in the matter of her liaison
2 with Mr. Trump?

3 A In the Summer of 2016?

4 Q Yes.

5 The Summer -- actually, I think the question was, Summer
6 and Fall.

7 You can clarify.

8 A I -- no, I don't believe so. I don't think it was
9 until the Fall.

10 Q Okay.

11 So, let me show you what's in evidence as People's 176A.
12 This is that same set of text messages. I want to go back to
13 Page 4; specifically, Lines 175 to 177.

14 (Whereupon, an exhibit is shown on the screens.)

15 Q Again, I'll ask you, is this another text exchange
16 between you and Dylan Howard?

17 A Yes.

18 Q What is the date of this exchange?

19 A June 30, 2016.

20 Q What do the texts say?

21 A This is from Dylan to me: "FYI Gina trying to hawk
22 Stormy again."

23 Q What did you understand that to mean?

24 A Part of Gina's role and responsibility or services
25 that she provided was to monetize stories in the press. She was

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1 like a story broker.

2 And Dylan, obviously, was a purchaser of stories.

3 So, I interpreted from this text that Dylan had been
4 approached by Gina, who was trying to sell the story regarding
5 Stormy and Donald Trump again.

6 Q And did you respond in some way?

7 A I responded: "LOL -- she's trying to sell a story to
8 you?", question mark.

9 Q "LOL", is that texting lingo for "laugh out loud"?

10 A It is.

11 Q How did Dylan respond?

12 A "Yep."

13 Q How did you interpret that whole exchange? What did
14 you interpret that to mean?

15 A As I previously stated, that Gina was trying to -- was
16 bringing this story back to market.

17 Q And that she had contacted Dylan Howard about it?

18 A Yes.

19 Q Now, did there come a point in time in which interest
20 in the Stormy Daniels story increased?

21 A Yes.

22 Q Can you explain that a little bit?

23 A Um, well, in 2011, we know that The Dirty published
24 their story. And I think I later learned that there was some
25 other interest in 2011 from In Touch Magazine.

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1 Years went by. At least five years went by until that last
2 text message with Dylan.

3 Um, and, really, there was very little -- to Gina's
4 dissatisfaction, very little interest in the story publishing
5 or in the marketability of the story.

6 Um, this -- this continued through the Summer from what I
7 understand. I was not involved. But, through the Summer into
8 the Fall, where there was still being very little interest,
9 despite the fact that Mr. Trump's notoriety was gaining.

10 Q Directing your attention to October 7th -- excuse
11 me -- of 2016.

12 Did you come to learn about the release of something that's
13 known as the Access Hollywood tape?

14 A Yes.

15 Q And, briefly, for the jury, what is the Access
16 Hollywood tape?

17 A The Access Hollywood tape, from what I understand,
18 was -- was what's called a hot mic, which is a microphone
19 that's recording. Um, and I think the insinuation when you say
20 "hot mic" is it's live and recording, but perhaps unknown to
21 the person who is mic'd.

22 So, this was an incident where Donald Trump and Billy Bush
23 was in the van. They were on the set of Access Hollywood, or it
24 was released by Access Hollywood. I don't even know.

25 There was an allegation that -- at least a record -- the

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1 hot mic recorded some statements by both men, um, that were
2 troublesome.

3 Q What impact, if any, did the release of the Access
4 Hollywood tape have on interest in Stormy Daniels' story, so
5 far as you were aware?

6 A So far as I'm aware, it had tremendous influence.

7 Q Can you explain that a little bit to the jury, please?

8 A Before -- yes.

9 Before Access Hollywood tape, there was very little, if any
10 interest, from what I understand, and Gina was trying to sell
11 the Stormy Daniels/Donald Trump story.

12 It wasn't until Access Hollywood that interest sort of
13 reached a crescendo.

14 Q So, going back to People's 176A in evidence,
15 specifically on Page 1761, Lines 482 to 494. Is this another
16 text exchange between you and Dylan Howard on October 8th and
17 October 9th of 2016?

18 (Whereupon, an exhibit is shown on the screens.)

19 A Yes.

20 Q Who sent the first text in this chain?

21 A It's from me.

22 Q And what did you say?

23 A "Trump is F'd."

24 Q You wrote the whole word out, "F'd", in the text?

25 A I did.

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1 Q What prompted you to say that Trump was "F'd"?

2 A The Access Hollywood tape.

3 Q How did Dylan Howard respond?

4 A He responded with a: "Wave the white flag. It's over
5 people!", explanation point.

6 Q And how did you interpret that?

7 A I think he was seconding my opinion.

8 Q Based on the Access Hollywood tape?

9 A Yes.

10 Q What did you say after that?

11 A Well, this is the next day. It looks like from Keith
12 to Dylan: "Hi, the story is already out there."

13 Q And did you send that along with a link to The
14 Dirty.com?

15 A Yes.

16 Q Is that the same article in Dirty dot com which you
17 had successfully removed five years earlier?

18 A Yes.

19 They republished the same article.

20 Q After the Access Hollywood tape?

21 A Yes.

22 Q What did Dylan say at that point?

23 A His response on October 9th was: "Yeah" -- excuse me.

24 "Yeah, but her talking and taping blank is the final nail in
25 the coffin. Dot dot dot. But he's -- he's fucked already."

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1 Q What did you mean by that?

2 A That was Dylan who was the author of that.

3 Q I'm sorry.

4 What did you understand that to mean?

5 A That The Dirty post was bad, but it could get a lot
6 worse.

7 Q How could it get a lot worse?

8 A If she made comment.

9 Q In other words, The Dirty.com story was kind of a
10 third-party account; that would be different from one of the
11 participants in a sexual encounter publicly revealing the
12 details of that?

13 A Precisely.

14 Q Then, how did you respond to that?

15 A "He really is."

16 Q Now, around that time, did you become involved in
17 negotiating a deal on behalf of Stormy Daniels?

18 A No.

19 Q Okay.

20 Did you work on a deal involving Stormy Daniels?

21 A Ultimately, I did.

22 Q Well, how did that come about?

23 A (No response).

24 Q You should explain whatever hesitation you have here.

25 A Gina, after the Access Hollywood tape, she went

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1 directly to Dylan and negotiated a deal with Dylan, outside of
2 me. I had nothing to do with that deal.

3 And I believe they came to terms.

4 Q I'm sorry?

5 A I believe they came to terms.

6 Q Did there come a time when you spoke with Dylan Howard
7 about the Stormy Daniels story?

8 A Yes.

9 Q And how did that conversation go?

10 A I don't -- I don't recall. Other than what has already
11 been displayed.

12 Q Okay.

13 So, let me show you People's 178A in evidence.

14 MR. STEINGLASS: So everyone can see it.

15 Q I'm going to ask you, do you recognize this?

16 (Whereupon, an exhibit is shown on the screens.)

17 A Yes.

18 Q And is this a record of texts among yourself, Michael
19 Cohen and Dylan Howard?

20 A Yes.

21 Q Did you answer that?

22 A Yes. It is a record of texts between the three of us.

23 MR. STEINGLASS: Can we just un-blow it up for
24 one second?

25 Q How many texts are in this chain?

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1 A Two.

2 MR. STEINGLASS: Now we can blow it back up.

3 Thank you.

4 Q What is the date of these two texts?

5 A October 10th.

6 Q Of 2016?

7 A Yes.

8 Q And what is said during this text exchange?

9 A This is authored by Dylan: "Keith, slash, Michael.
10 Connecting you both in regards to that business opportunity.
11 Spoke to the client this AM and they're confirmed to proceed
12 with the opportunity. Thanks. Dylan."

13 Q What did you understand that to mean?

14 A Well, prior to this text, like I said, Gina and Dylan
15 had come to terms on an agreement that AMI had agreed to
16 purchase this story for \$120,000.

17 Dylan and AMI backed out of that deal. It sort of fell
18 apart.

19 And Gina -- excuse me -- Dylan asked Gina to call Michael
20 Cohen and finish the deal with him. And Gina refused.

21 So, she asked me to call Cohen. And I refused.

22 And then Dylan called me to convince me to call Cohen.

23 Q So, can we just break that down?

24 A Sure.

25 Q Though you didn't use pronouns, so that was helpful.

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1 A The moral of the story was: No one wanted to talk to
2 Cohen.

3 Q Okay.

4 (Whereupon, the People and some jurors laugh.)

5 Q Can you walk us through that a little more slowly,
6 that Cohen got involved in this deal, notwithstanding the fact
7 that Gina Rodriguez and Dylan Howard had already negotiated the
8 deal?

9 A So, the Access Hollywood tape dropped. Gina and Dylan
10 came to terms at 120,000. Dylan backed out, which left that
11 deal up in the air. AMI did not want to complete the deal or
12 would not complete the deal. And Dylan asked Gina to call Cohen
13 and close the deal with him. Gina refused, and asked me to call
14 Cohen on behalf of Stormy and close the deal that had already
15 been agreed to.

16 Q So, Dylan sends this text, and then Dylan sends
17 another text?

18 A Yes.

19 Q What was the other text?

20 A "Over to the two of you."

21 Q Actually, it says: "Over to you two"?

22 A "Over to you two."

23 Q Who did you understand "you two" to mean?

24 A Michael Cohen and I.

25 Q Going back to that first text for a moment, what did

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1 you understand Dylan to be saying when he said: "Spoke to the
2 client this AM and they're confirmed to proceed with the
3 opportunity"?

4 A That he spoke to either Gina or Gina and Stormy, and
5 that they were confirmed to proceed.

6 He -- Dylan was washing his hands of the deal and sort of
7 handing the deal over to -- first, Gina to close; and then she
8 didn't want to do that; and, ultimately, me to close with
9 Cohen.

10 Q What was your understanding of Michael Cohen's
11 interest in the matter?

12 A I believe that -- I believe that Michael Cohen was
13 personal attorney or general counsel for Donald Trump, and that
14 this story involved his client, and that was his interest in
15 the story.

16 Q Was it it unusual -- withdrawn.
17 You said you had known Dylan Howard for years?

18 A Yes.

19 Q And you had other business interactions with Dylan
20 Howard?

21 A Yes.

22 Q Was it unusual for Dylan Howard to connect you to
23 someone outside of AMI to purchase a story?

24 A I think this is the only time that ever happened.

25 Q So, did there come a time, after this, that you spoke

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1 with Michael Cohen about the Stormy Daniels story?

2 A Yes.

3 Q And do you remember -- withdrawn.

4 Tell us how that conversation went.

5 A Well, it was different than 2011. Um. And, it was
6 fairly conciliatory.

7 The deal had already been cut at \$120,000.

8 And -- then, um, we -- we needed to pad the deal, um, to
9 compensate me now, because I was added to the deal, and Stormy
10 and Gina weren't gonna take a discount for involving me. So,
11 that 120 became 130.

12 Q So, when you say the deal is already cut at \$120,000,
13 it was cut between Stormy Daniels and AMI; right?

14 A Yes.

15 Q Was this the same deal in your mind, a different deal?
16 How --

17 A It was the same deal.

18 They were going to acquire the intellectual property rights
19 in this story, exclusive rights.

20 Q But, instead of AMI purchasing it, it was now Michael
21 Cohen, on behalf of Donald Trump?

22 A Well, after AMI washed their hands of the deal and
23 then they handed it -- handed it -- AMI handed it off to Cohen,
24 they -- in essence, Michael Cohen stepped into AMI's shoes.

25 Q And at the time that you got involved, had Michael

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1 Cohen already stepped into AMI's shoes?

2 A I believe so.

3 Q Did you negotiate -- withdrawn.

4 Did you -- you said you had to "pad the deal" so that you
5 could get compensated; is that right?

6 A Yes.

7 Q How did you "pad the deal" so you could get
8 compensated?

9 A Gina approached me. She said, "Hey, can we have this
10 deal?" She said, "It's going to be the easiest deal you've
11 ever done in your entire life." (Laughs). "It's already been
12 negotiated. It's already done. All you need to do is paper it
13 and talk to that asshole Cohen."

14 Q That's what Gina said?

15 A Yes.

16 Q And did you know when you were dealing with Michael
17 Cohen that you were dealing with Donald Trump?

18 A Yes.

19 I never thought otherwise.

20 Q And how did you change the terms of the deal that had
21 previously been negotiated between Gina and Dylan Howard so
22 that you would be compensated now that the deal was between
23 Stormy Daniels and Michael Cohen?

24 A I think a little of that happened even before my
25 involvement, and there was a -- when Dylan washed his hands of

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1 it, um, he and Gina had a conversation.

2 And -- and Gina said, "Well, look, we already have a deal
3 of 120. If I need to bring a lawyer into this, our net is going
4 to be reduced."

5 And Dylan said, "Don't worry about it. We'll make the deal
6 or Cohen will make the deal 150,000."

7 And then Gina called me, engaged me.

8 I called Cohen and picked it up.

9 Q And what was the price that you agreed on with Michael
10 Cohen?

11 A So, the 150 wasn't really true. Um, it turned out to
12 be 130. So, it was the original 120, plus 10,000.

13 Q I am now showing you People's Exhibit 63 in evidence.
14 I'm going to display Page 1.

15 MR. STEINGLASS: This is in evidence. Everyone can
16 see it.

17 (Whereupon, an exhibit is shown on the screens.)

18 Q Do you recognize this?

19 A Yes.

20 Q What is it?

21 A This is an email from me to Michael Cohen.

22 Q And what is the date of this email from you to Michael
23 Cohen?

24 A October 11, 2016.

25 Q Did the email contain attachments?

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1 A Yes.

2 Q Are those attachments listed where it says
3 "attachments"?

4 A Yes.

5 Q What were the attachments to the email?

6 A Side Letter Agreement; Confidential Settlement
7 Agreement, and my firm's wiring instructions, bank wiring
8 instructions.

9 Q Who were the parties to the Settlement Agreement?

10 A It was Stormy Daniels on one side and -- you see the
11 subject line "SD"?

12 Q Yes.

13 A Stormy Daniels versus RCI.

14 Q What's "RCI"?

15 A "RCI" was an LLC that Michael told me he was going to
16 use to pay for this deal.

17 Q Do you know what that -- off the top of your head, do
18 you remember what that stands for?

19 A Resolution Consultants Incorporated, I believe.

20 Q Now, did the settlement use pseudonyms?

21 A Yes.

22 Q What was Stormy Daniels' pseudonym?

23 A "Peggy Peterson".

24 Q What was Donald Trump's pseudonym?

25 A I think it was "David Dennison".

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1 Q Who came up with those pseudonyms?

2 A I did.

3 Q How?

4 A I used PP because she was the plaintiff, and DD
5 because he was the defendant.

6 Q Is David Dennison a real person?

7 A He was on my high school hockey team.

8 (Whereupon, people laugh.)

9 Q How does he feel about you now?

10 A He's very upset.

11 (Whereupon, people laugh.)

12 Q Now, one of the attachments that you mentioned was
13 called a Side Letter Agreement, I believe you said?

14 A Yes.

15 Q What's a Side Letter Agreement?

16 A The Side Letter Agreement is an addendum to an
17 underlying contract, and, um, it has terms to the original
18 contract.

19 (Whereupon, Senior Court Reporter Theresa
20 Magniccari relieves Senior Court Report Laurie Eisenberg,
21 and the transcript continues on the following page.)

22

23

24

25

1 (The following proceedings are continued from
2 previous page.)

3 CONTINUED DIRECT EXAMINATION

4 BY MR. STEINGLASS:

5 Q. And is what was the purpose of using a side letter
6 agreement with this particular deal?

7 A. The Side Letter Agreement -- the purpose for using a
8 Side Letter Agreement, it uses like code words that are used in
9 a military-like operation, so it ensures the further
10 confidentiality in case a fully executed contract was lost or
11 stolen. So even if that occurred, you wouldn't lose the
12 confidential nature of the document.

13 So the Side Letter Agreement is typically used in these
14 cases to identify the identity of the true parties involved.
15 And it's really for attorneys' eyes only.

16 Q. Okay.

17 So, just to be clear, who were the two parties to this
18 agreement, whose names, whose identities were being protected?

19 A. Stormy Daniels and Donald Trump.

20 Q. One of the attachments also to this email -- withdrawn.

21 What did you say in the body of the email in which you
22 transmitted these documents?

23 Let's start with Paragraph 1.

24 A. Paragraph 1?

25 Q. Yes.

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1 A. Would you like me to read it?

2 Q. Please.

3 A. "Please fund Ms. Daniels' settlement agreement and Side
4 Letter Agreement attached."

5 "I have notified in the Side Letter Agreement (SLA)
6 which identities the parties to this agreement."

7 "Under the terms of the agreement, neither my client
8 nor I are entitled to possession of the Side Letter Agreement."

9 That's Paragraph 1.

10 Q. I am sorry.

11 A. That's Paragraph 1.

12 Q. So why were you as the lawyer not entitled to keep a
13 copy?

14 A. Michael Cohen demanded that only he retain a copy of
15 the Side Letter Agreement.

16 Q. Is that unusual?

17 A. Yes.

18 Q. Paragraph 2, please?

19 A. "The settlement sum is \$130,000. I have also attached
20 my firm's wiring instructions for your reference."

21 Q. Is that the clause that contains the payment being made
22 to Stormy Daniels?

23 A. Yes.

24 Q. And does that sum of \$130,000 include your fee and Gina
25 Rodriguez's fee?

1 A. Yes, the gross. That's the gross. Yes.

2 Q. Okay. Thank you.

3 Paragraph 3.

4 A. "Ms. Daniels expressed dissatisfaction with your
5 schedule of a delay of ten days for funding."

6 "To that end, you'll see that I placed this Friday,
7 10/14/16, as the funding deadline. Let me know if there is a
8 problem."

9 Q. What is a funding deadline?

10 A. Well, the contract called for payment, a settlement
11 sum, and the funding deadline to which it must be funded.

12 Q. Did you actually receive payment from anyone on the
13 Trump side on October 14, 2016?

14 A. We did not.

15 Q. Do you know why not?

16 A. No.

17 Q. I'm showing you People's Exhibit 64 in evidence. Do
18 you recognize this?

19 A. Yes.

20 Q. Is this an email -- withdrawn.

21 What is this?

22 A. This is an email from me to Michael Cohen.

23 Q. On what day?

24 A. October 12, 2016.

25 Q. What does it say on the subject line?

1 A. "Daniels."

2 Q. And just zooming back out for a minute. If we were to
3 read this exhibit chronologically, would we start at the
4 bottom?

5 A. Yes.

6 Q. Let's start at the bottom. Can you describe what is
7 said in this exchange?

8 A. "We good."

9 Q. Who said that?

10 A. I did.

11 Q. And how did Michael Cohen respond?

12 A. Yes. It's Yom Kippur, so the office is closed for all
13 purposes.

14 I will start over. "Yes, it's Yom Kippur so the office
15 is for all purposes closed. I am in tomorrow, but I can speak
16 for the next three hours via cell, if necessary."

17 Q. How, if at all, did you respond to that?

18 A. Because it was a holiday, I didn't feel the need to
19 speak that day. I said: "It was not necessary to speak today."
20 You should have all the -- "you should have all the executed
21 documents a few days ago. Talk to you tomorrow."

22 Q. When you wrote the "executed documents," was that a
23 reference to the signed attachments that you sent the day before
24 that were part of People's 63 that we just saw?

25 A. Yes.

1 Q. Showing you People's 65 in evidence. Do you recognize
2 this?

3 A. Yes.

4 Q. What is this?

5 A. This is an email from me to Michael Cohen on
6 October 14, 2016.

7 Q. And, among other things, are you re-forwarding the
8 email from October 11th, which included all those attachments we
9 just described?

10 A. Yes.

11 Q. Did it include the wiring instructions for a second
12 time?

13 A. Yes.

14 Q. Why did you resend the documents?

15 A. Well, after the Yom Kippur email, which I at some point
16 began to think is an excuse for failure to fund -- there were
17 other excuses. And the other excuses included, you know, for
18 example, well, Yom Kippur, and included the fact that he didn't
19 have my wiring instructions. So I re-forwarded him the wiring
20 instructions.

21 Q. Okay. I am now showing you People's Exhibit 281 in
22 evidence. Do you recognize this?

23 A. Yes.

24 Q. Is this -- what is this?

25 A. This is an email from me to Michael Cohen, dated

1 October 17, 2016.

2 Q. And what is the subject line?

3 A. "PP versus DD. Important."

4 Q. And what does "PP" and "DD" refer to?

5 A. The pseudonyms that we used in the Settlement

6 Agreement.

7 Q. Peggy Peterson and David Dennison?

8 A. Yes.

9 Q. You told us, I think, the date of the email was what?

10 A. October 17, 2016.

11 Q. And what was the domain of the email address that you
12 used for Michael Cohen when you sent this email?

13 A. TrumpOrg.com.

14 Q. Can you please read the email?

15 A. "Michael, I have been charged by my client with
16 forwarding the below message. We have a written Settlement
17 Agreement which calls for settlement payment to be made by the
18 end of business this past Friday, October 14, 2016. No payment
19 was received."

20 Next paragraph: "We spoke on Friday October 14, you
21 stated that the funds would be wired today, October 17, 2016.
22 No funds have been received as of the sending of this email."

23 Next paragraph: "My client informs me that she intends
24 to cancel the settlement contract if no funds are received by
25 5 p.m. Pacific Time today. Please call me if you have any

1 questions."

2 "Keith."

3 Q. What prompted you to send this email?

4 A. Their failure to meet the funding deadline repeatedly
5 and being met with a barrage of excuses as to why they had
6 failed.

7 Q. In addition to these emails back and forth between
8 yourself and Michael Cohen, were you also speaking with him on
9 the phone during this period?

10 A. Yes.

11 Q. Can you tell us, in general, every conversation -- can
12 you tell us, in general, what those conversations were like?

13 A. They were rather conciliatory, but it was sort of
14 circular arguments. It was excuses. It was contradictions.
15 Things that he was saying didn't make sense from one
16 conversation to the next. Again, the contradictions just didn't
17 leave me with a comfort level that there was a true intention to
18 fund the deal.

19 Q. Do you remember any of the other excuses that he gave
20 you?

21 A. Yes.

22 Q. Tell us some?

23 A. He stated that the computer systems were "all fucked
24 up."

25 He stated, "You can't believe what we're going through.

1 The Secret Service is in here. They have so many goddamn fire
2 walls. I can't get shit. It's not my fault. You're going to
3 have to resend the agreements again. I never got your emails."
4 Even though he previously told me he received them and the
5 wiring instructions.

6 I think that's it for this period of time that I can
7 recall.

8 Q. Did he ever make reference to Mr. Trump's whereabouts?

9 A. Yes.

10 Q. What do you remember him saying about that?

11 A. I called him and said: Michael, this is a very bad
12 situation. I have a client and her rep Gina who is very upset.
13 It's making me look bad. And I don't believe really a word that
14 you are saying.

15 And then he said: Well, goddamn it, what do you expect
16 me to do? My guy is in five fucking states today or three or
17 four or five different states today. There is nothing I can do.
18 I am doing everything I can.

19 Q. When he said that "his guy" was in a certain number of
20 states, who did you understand "his guy" to be making reference
21 to?

22 A. Donald Trump.

23 Q. And what was the relevance based on your conversation
24 with Michael Cohen about -- what was the relevance of the fact
25 that Mr. Trump was in three or four or five different states?

1 A. What did that mean to me?

2 Q. What did it mean to you?

3 A. To me it was similar -- it's a situation I run into all
4 the time. It was similar to like someone who doesn't have the
5 purse strings. It's like an attorney has to go call an
6 insurance adjuster. Like that. Michael Cohen didn't have the
7 authority to actually spend money despite the fact there has
8 been so many excuses and funding deadlines that have already
9 been missed.

10 Q. You believe that Michael Cohen didn't have the
11 authority to spend the money?

12 A. Yes.

13 Q. Did he at some point say something to you about what he
14 would do to get the money?

15 A. Yes.

16 Q. What did he say?

17 A. Well, I think you can tell by these emails that I was
18 sending him there was a great level of frustration by me and my
19 client -- clients and her rep. I let him know that the level of
20 dissatisfaction was quite high. And he stated, "Goddamn it,
21 I'll just do it myself."

22 Q. What did you understand him to mean when he said, "I'll
23 just do it myself?"

24 A. That he would not seek authority to consummate the
25 deal -- excuse me -- fund the deal. It was consummated with a

1 signature. He would waive the authority in order to fund.

2 Q. Did you ever believe that Michael Cohen was going to be
3 the ultimate source of the funds?

4 A. Never, never prior to funding, no.

5 Q. Even after he said, "I'll just do it myself," where did
6 you understand the money would be coming from?

7 MR. BOVE: Objection.

8 THE COURT: Overruled.

9 A. From Donald Trump or some corporate affiliation
10 thereof.

11 Q. Okay.

12 So I am going to show you People's 282 in evidence.

13 Is this another email from you to Michael Cohen?

14 A. Yes.

15 Q. And what is the date and subject line?

16 A. October 17, 2016.

17 Q. And the subject?

18 A. "PP versus DD. Important."

19 Q. And the body of the email?

20 A. "Please be advised that my client deems her Settlement
21 Agreement cancelled and void Ab initio."

22 Q. And who did you mean by "my client?"

23 A. Stormy Daniels.

24 Q. And what does "Ab initio" mean?

25 A. It's a Latin term used in the law for void, I believe.

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1 Void from the beginning of time, as if it never occurred at all.

2 Q. Why did you tell Michael Cohen that you no longer
3 represented Stormy Daniels in this deal or any other matter?

4 A. It was two-fold.

5 One: Because I divested myself of the case.

6 And, two: Because I didn't want to keep -- I didn't
7 want to receive a million frustrating phone calls from Michael.
8 He created this drama and this situation.

9 Q. Did you communicate with Stormy Daniels and/or Gina
10 Rodriguez around this time?

11 A. Yes.

12 Q. Which one?

13 A. Both.

14 Q. And what was the nature of that conversation?

15 A. I let them know that -- well, even leading up to this,
16 I let them know that -- well, they wanted frequent updates.

17 I would like to start over.

18 Q. Go ahead.

19 A. They wanted frequent updates and they received frequent
20 updates. The only updates I could give them were the repeated
21 excuses that I was hearing. That was a great source of
22 frustration.

23 And then when push came to shove, this is really --
24 this email that's displayed is the straw that broke the camel's
25 back. This is where push came to shove. This is when I said,

1 hey, this deal is over. And I said to both Cohen and to my
2 client, "I'm out. Go in peace."

3 Q. During either that conversation, or another
4 conversation with Stormy Daniels and/or Gina Rodriguez, did they
5 express to you any views about what was happening here?

6 A. I'm not going to answer that question based on
7 attorney/client privilege.

8 Q. Fair enough.

9 Let me ask you this: Do you believe that you
10 represented Gina in this matter as well?

11 A. I don't mean to parse words, but I viewed Gina's role
12 in this situation as that of a manager, which would make her a
13 legal agent to my client Stormy Daniels. So if I was talking to
14 Gina, it was if I was talking to my client and the privilege
15 would exist.

16 Q. All right.

17 Did there come a time when you resumed your
18 involvement, notwithstanding this email, in the deal between
19 Stormy Daniels and Donald Trump?

20 A. Yes.

21 Q. How did that come about?

22 A. I don't have a specific recollection.

23 Q. Do you remember talking with Dylan Howard at any point
24 during this period of where you believed you were getting
25 excuses from Michael Cohen?

1 A. Yes.

2 Q. Can you tell us about that conversation or
3 conversations that you had with Dylan Howard?

4 A. I recall having conversations with Dylan where I would
5 express that I believed Cohen was not being truthful.

6 Q. When you say you believed you expressed to Dylan that
7 Cohen was not being truthful, not being truthful about what?

8 A. About his excuses for failure to fund.

9 Q. What did you think was really happening?

10 A. What did I think was really happening?

11 Q. Yes, in terms of Michael Cohen's failure to fund.

12 What did you believe was really happening?

13 A. I thought he was trying to kick the can down the road
14 until after the election.

15 MR. STEINGLASS: Are we taking an afternoon
16 break? If so, this would be a good time.

17 THE COURT: All right; I will see you at 10 to 4.

18 (Jury leaving courtroom.)

19 (Witness leaving courtroom.)

20 THE COURT: Just give me a sense. I am not
21 rushing you.

22 MR. STEINGLASS: An hour and a half.

23 THE COURT: I will see you at 10 to 4.

24 (Recess.)

25 ***

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1 THE CLERK: Continued case on trial, People versus
2 Donald J. Trump.

3 (Witness entering courtroom.)

4 THE COURT: Let's get the jury.

5 (Jury entering courtroom.)

6 THE COURT: Continuing case on trial, People
7 versus Donald J. Trump. All parties and all jurors are
8 present.

9 CONTINUED DIRECT EXAMINATION

10 BY MR. STEINGLASS:

11 Q. Good afternoon again, Mr. Davidson.

12 A. Good afternoon.

13 Q. I am going to show you People's 176A again.

14 Specifically, Page 10, lines 500 to 503.

15 Is this the text exchange between yourself and Dylan
16 Howard?

17 A. Yes.

18 Q. And what is the date of these texts?

19 A. October 17, 2016.

20 Q. Through?

21 A. October 18, 2016.

22 Q. Okay. So who is the first text in this particular
23 exchange from?

24 A. This is from Dylan to me.

25 Q. What does it say?

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1 A. "Cohen texting me if I have reached Gina."

2 I said: "She's not taking my calls again. I want
3 distance."

4 He writes back: "You're kidding me. One way they can
5 settle this impending storm."

6 Q. What did you understand this to mean?

7 A. That Cohen was leaning on Dylan to placate Gina.

8 Q. And -- withdrawn. Okay.

9 Did you respond?

10 A. Yes.

11 Q. How did you respond?

12 A. "I can't believe Cohen let this go. It's going to be a
13 shit show."

14 Q. What did you mean by that?

15 A. Once I divested myself from the case and Gina and
16 Stormy were -- I think they were going to publicize the matter.

17 Q. When you say "publicize the matter," you mean through a
18 different media outlet?

19 A. Or many.

20 Q. Or many different media outlets.

21 So, specifically, what did you mean when you said "it's
22 going to be a shit show?"

23 A. I just felt like it was going to be more than a flurry
24 of activity. I felt it would be a tornado.

25 Q. When the story got out, if the story got out?

1 A. Yes.

2 Q. What did Dylan Howard say in response, if anything?

3 A. "Did they do the deal?"

4 Q. And what did you understand that to mean?

5 A. I think that Gina and Stormy had another deal, a backup
6 deal in the wings, and he was asking if they closed that
7 secondary deal.

8 Q. "He," being Dylan Howard?

9 A. Yes.

10 Q. How did you respond?

11 A. "That's what I hear. I think it will be a full on
12 blitz."

13 Q. What did you mean by that?

14 A. That there would be tremendous media activity around
15 the subject of the story.

16 Q. Now, again, without getting into the substance of
17 privileged conversations, would you say you were talking during
18 this period more with Gina Rodriguez or more with Stormy Daniels
19 or about the same?

20 A. I think overall I was talking to Gina, overall, 85
21 percent of the time. When things got really heated, Stormy
22 participated more, but I think around this time it was probably
23 just Gina.

24 Q. Okay.

25 Moving onto Page 11, entries 504 to 506.

1 I think, continuing this exchange, how did Dylan

2 respond?

3 A. "I bet."

4 Q. And -- withdrawn.

5 Did he then send a follow up?

6 A. He did.

7 Q. And what did he say?

8 A. I am quoting Dylan, he said: "All because Trump is
9 tight."

10 Q. What did you understand that to mean?

11 A. That Mr. Trump was frugal.

12 Q. What relevance did this have to the conversation that
13 you were having with Dylan, Mr. Trump's frugality?

14 A. That they had this deal on a silver platter. It was
15 there for the taking. It didn't close. The only way it doesn't
16 close is because it didn't fund. The only reason it didn't fund
17 is because they didn't want to spend the money.

18 Q. During your dealings with Michael Cohen, did he tell
19 you who he was representing in these negotiations?

20 A. I don't think -- every single time I talked to Michael
21 Cohen, he leaned on his close affiliation with Donald Trump. I
22 don't know if it was ever explicitly said, "I am negotiating
23 this matter on behalf of Donald Trump," it was part of his
24 identity and he let me know it every opportunity he could, that
25 he was working for Donald Trump.

1 Q. And when you were negotiating the settlement agreement
2 with Michael Cohen, did you have an understanding of who was
3 ultimately going to be responsible for paying Ms. Daniels?

4 A. No.

5 Q. Let me show you privately Grand Jury Page 525. I
6 believe that's People's Exhibit 508A.

7 I am going to ask you, just yourself and the parties
8 and the Judge --

9 MR. BOVE: I object to this.

10 THE COURT: Approach.

11 (Whereupon, proceedings were held at sidebar:)

12 MR. BOVE: The last question was: Do you have an
13 understanding of who was going to be ultimately
14 responsible? I am summarizing. The answer is no.

15 The witness didn't indicate there was any lack of
16 recollection.

17 Now we're basically -- the People's witness --
18 impeaching their testimony.

19 Either way, it should not be put in front of him
20 right now. The answer is the answer. It should stand.

21 THE COURT: Yes.

22 MR. STEINGLASS: I am deliberately not violating
23 Penal Law 60.35 by not asking him the substance of the
24 previous communication. I am showing it to him to refresh
25 his recollection without disclosing the content.

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1 THE COURT: He hasn't stated he needs his

2 recollection refreshed. You haven't asked him.

3 So your objection is sustained.

4 MR. BOVE: He's been precise about refreshing his

5 recollection. He did not have such an understanding. It

6 would be improper to go back and say --

7 THE COURT: Let's see if it does.

8 (Whereupon, the following proceedings were held in

9 open court:)

10 THE COURT: Your objection is sustained.

11 Can you please read back the last question.

12 (Whereupon, the Official Court Reporter read back

13 the referred-to-question.)

14 CONTINUED DIRECT EXAMINATION

15 BY MR. STEINGLASS:

16 Q. Mr. Davidson, have you previously testified about this

17 point in the Grand Jury in this case?

18 MR. BOVE: Objection.

19 A. Yes.

20 Q. Would reviewing that testimony help refresh your

21 recollection about your answer to that question?

22 MR. BOVE: Objection.

23 THE COURT: Overruled.

24 Please approach.

25 (Whereupon, proceedings were held at sidebar:)

1 MR. BOVE: This is what I was concerned about at
2 the end of the last sidebar. The witness has not indicated
3 that he has a lack of recollection. To ask a leading
4 question to try to drive him to say, yes, I do have an
5 absence of recollection so it could be refreshed, that is
6 improper. The answer should stand.

7 MR. STEINGLASS: The whole point, how should I
8 find out if he needs his recollection refreshed or ask
9 him?

10 THE COURT: He hasn't said he could have his
11 recollection refreshed. He gave an answer. That's his
12 answer.

13 MR. STEINGLASS: I don't know if this is
14 appropriate, but, you know, the fact that there was a very
15 long pause between the answer that he gave and the question
16 that I asked, that is part of why I am seeing if something
17 could refresh his recollection. I could acknowledge that
18 he gave the answer.

19 THE COURT: You could go back and ask.

20 MR. STEINGLASS: I can do that.

21 THE COURT: Just in fairness, Mr. Bove, you might
22 have a few times yourself --

23 MR. BOVE: In the context where I get to lead the
24 witness.

25 THE COURT: That's true.

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1 (Whereupon, the following proceedings were held in
2 open court:)

3 THE COURT: Okay.

4 The objection is sustained.

5 CONTINUED DIRECT EXAMINATION

6 BY MR. STEINGLASS:

7 Q. Mr. Davidson, I notice when I asked you that last
8 question about what your understanding was about who was going
9 to be ultimately responsible, you paused before you gave your
10 answer; is that true?

11 A. Yes.

12 Q. Does that pause -- is that pause any indication that
13 you might want to have your recollection refreshed?

14 MR. BOVE: Objection.

15 THE COURT: Sustained to form.

16 Q. As you sit here --

17 A. Can I have the question read back?

18 Q. Which question? It was sustained. I don't think it
19 can be read back.

20 Let me ask a different question.

21 Is there a question that I asked that you are unclear
22 about what I was asking?

23 A. I believe so.

24 Q. So a few questions ago I asked the question: When you
25 were negotiating the Settlement Agreement with Michael Cohen,

1 did you have an understanding of who was ultimately going to be
2 responsible for paying Ms. Daniels. Is that the question that
3 you wanted to be read back?

4 A. Yes.

5 Q. That one, you could answer that, there is no
6 objection.

7 How would you answer that?

8 A. I find that question confusing.

9 Q. Sorry. Let me see if I could clarify.

10 Who were you negotiating with -- withdrawn.

11 Is your problem my use of the word "negotiating;" is
12 that a big problem?

13 A. No.

14 Q. When you were dealing with Michael Cohen --

15 A. Yes.

16 Q. -- did you have an understanding of how this deal was
17 going to be funded?

18 MR. BOVE: Objection.

19 THE COURT: Overruled.

20 A. I had an assumption.

21 MR. BOVE: Objection.

22 Move to strike.

23 THE COURT: Sustained.

24 Q. Did Michael Cohen say anything to you during the
25 negotiations that led you to believe that there was someone

1 other than Michael Cohen who was funding this transaction?

2 MR. BOVE: Objection.

3 THE COURT: Sustained.

4 Q. What pauses your uncertainty on this?

5 MR. BOVE: Objection.

6 THE COURT: Sustained.

7 Q. A few moments ago we saw a text in which you and Dylan
8 Howard were discussing the fact that you perceived Mr. Trump as
9 being frugal?

10 A. Yes.

11 Q. Do you remember giving that answer?

12 A. Yes.

13 Q. What about Mr. Trump's frugality is relevant to this
14 exchange that you were having with Mr. Dylan Howard?

15 A. It was my understanding that Mr. Trump was the
16 beneficiary of this contract and that in the overwhelming
17 majority of cases the beneficiary of the contract is the one who
18 funds it.

19 MR. BOVE: Objection.

20 Move to strike the last part.

21 THE COURT: Sustained.

22 The answer is stricken.

23 Q. So what did you attribute the lack of funding of the
24 deal at this point?

25 A. Frugality.

1 Q. Whose frugality?

2 MR. BOVE: Objection.

3 May I be heard at sidebar?

4 THE COURT: Yes, please approach.

5 (Whereupon, proceedings were held at sidebar:)

6 MR. BOVE: Thank you for hearing me, Judge.

7 My objection is that we've now endeavored to
8 attack this several different ways. Each of them has
9 been inadmissible.

10 We're now in a place where this is asked and
11 answered several times over, and I think that the
12 Government should be required to move on from here.

13 MR. STEINGLASS: It actually hasn't been answered.
14 It has been asked. It has been sustained every which way.
15 I believe the last way is a way that might not be
16 objectionable.

17 THE COURT: I agree with, Mr. Bove. It's time to
18 move on.

19 MR. STEINGLASS: Okay.

20 (Whereupon, the following proceedings were held in
21 open court:)

22 CONTINUED DIRECT EXAMINATION

23 BY MR. STEINGLASS:

24 Q. Going back to Page 11. I am going to blow up some
25 texts in the interim between 507 and 512. This is again

1 People's 176 in evidence.

2 Did these texts -- actually, can we get the few texts
3 that happened right before it as well, please.

4 So at the top of the page, second down, we see the line
5 you have already told us, "Because Trump is tight;" is that
6 right, from Dylan?

7 A. Talking with Dylan, yes.

8 Q. You said, "Yep;" is that right?

9 A. Yes.

10 Q. What does Dylan say?

11 A. "I reckon that Trump impersonator I hired has more
12 cash."

13 Q. What did you interpret that to mean?

14 A. Yeah.

15 Q. What did you interpret that to mean?

16 A. That Trump wasn't as wealthy as he stated.

17 Q. And what is -- what is the relevance of that
18 observation?

19 A. I think that was a followup to Dylan's text where he
20 says, "Trump is tight."

21 Q. So, moving on, do you see a few lines down.

22 MR. STEINGLASS: I am going to ask you, please, to
23 blow up lines 513 to 519.

24 (Displayed.)

25 Q. And what do we see here? What date is this? Who is

1 talking?

2 A. I can't read the exhibit.

3 Q. We will blow it back up for you in a second.

4 A. From the top?

5 Q. Yes.

6 A. This is October 25, 2016, from Dylan Howard: "Going to
7 see Pecker in 15. Will ask for an update. Any word?"

8 Q. And did you respond to that?

9 A. "Yes."

10 Q. And what did you say?

11 A. "I'm awaiting a call any second."

12 Q. Who were you awaiting a call from, if you remember?

13 A. I don't remember.

14 Q. What did you understand Dylan Howard to mean when he
15 said, "Going to see Pecker in 15, will ask for an update?"

16 A. I think Dylan or AMI was attempting to resurrect the
17 Stormy Daniels deal.

18 Q. Okay.

19 How did Dylan Howard respond?

20 A. The third text down?

21 Q. Yes.

22 A. "Okay."

23 Q. Did he send another text?

24 A. Yes.

25 Q. And what is the next text?

1 Is this still on October 25th?

2 A. Yes.

3 Q. What did he say?

4 A. "It's like he is telling me what he wrote to someone
5 else."

6 Q. Maybe if you could read the text first, then I will ask
7 you how you interpret it.

8 A. I wrote: "Keep calling you urgently. Period. We have
9 to coordinate something on the matter he is calling you about,
10 or it could look awful for everyone."

11 Q. You started to tell us what you understood this to
12 mean?

13 A. Yes. I think that this, he is forwarding me a text
14 that he wrote to Michael Cohen.

15 Q. Were you, in fact, trying to reach Michael Cohen
16 yourself at this point?

17 A. I don't believe so.

18 Q. I'm going to privately show you what's been marked for
19 identification as People's Exhibit 337.

20 MR. BOVE: Same objection with the Grand Jury
21 testimony.

22 THE COURT: No speaking objections.

23 MR. STEINGLASS: This is just for the witness, the
24 parties, and the court.

25 Q. Do you recognize this document?

1 MR. BOVE: Objection, Judge.

2 THE COURT: Sustained.

3 The objection is sustained.

4 Q. So going back to People's 176A, after that last text,
5 does Dylan Howard send another text?

6 A. Yes.

7 Q. What is that text?

8 A. "Push for the cash. D.P. and I told him he has to pay
9 the \$150."

10 Q. What did you understand that to mean?

11 A. That in the context of what is on the screen there was
12 an attempt to resurrect this deal that had once fallen apart.
13 That AMI had divested itself from the deal, but they were
14 encouraging Cohen to deal directly with me, and that I should
15 try to get as much as I could, up to \$150,000.

16 Q. And who did you understand "D.P." to be a reference to?

17 A. David Pecker.

18 Q. So when you say "resurrect the deal," the deal between
19 whom?

20 A. Well, the Stormy Daniels deal, but the party on the
21 other side of the deal from Stormy had changed. It changed from
22 AMI to Cohen or his corporate entity.

23 Q. So when you said "resurrect the deal," are you speaking
24 that you interpreted this as resurrecting AMI's deal with Stormy
25 Daniels or resurrecting Michael Cohen and his entity's deal with

1 Stormy Daniels?

2 MR. BOVE: Objection.

3 THE COURT: Sustained.

4 Q. Which deal are you talking about resurrecting, which
5 deal are you interpreting this as a deal to resurrect?

6 A. The Stormy Daniels deal.

7 Q. But who is on the other side?

8 A. That is what had changed.

9 Q. It had changed from what to what?

10 A. From AMI to Cohen.

11 Q. Okay. And keep going, please.

12 What is the next?

13 A. The next text is from me to Dylan.

14 He says, "You said you're paying."

15 Q. So, he says, "You said you're paying?"

16 A. Yes.

17 Q. Who is meant by "he?"

18 A. Michael Cohen.

19 Q. So does this mean at some point during this text
20 exchange you had a conversation with Michael Cohen?

21 A. Yes.

22 Q. Can you tell us a little bit about that conversation,
23 whatever you remember?

24 A. Yes, it was very frustrating. The entire matter was
25 very frustrating that it was on again and off again. That there

1 were delays in funding, cancellations, disengaging from the
2 client, reengaging with the client, Stormy and Gina.

3 Then Dylan sort of as a peacemaker, sort of brought me
4 back into the fold. He said he reached out to Pecker, and that
5 everything was teed up.

6 And then Dylan tells me: Push for the cash. And then
7 basically tells me to call Cohen.

8 Then when I call Cohen, he says: I'm not paying
9 anything, AMI is paying.

10 It was just one more snafu.

11 Q. How did you respond to Dylan Howard?

12 A. "I am sorry."

13 Q. You said you sent that text: "He says you're paying?"

14 A. Yes.

15 Q. Did you then send another text?

16 A. Yes. "Call whenever."

17 Q. Okay. I am now showing you People's 283 in evidence.

18 MR. STEINGLASS: Maybe load that top portion up.

19 (Displayed.)

20 Q. I am going to ask you, what is this document?

21 A. This is now the fourth or fifth time I sent my wiring
22 instructions to Michael Cohen.

23 Q. And in this email, to which domain, email address did
24 you use for Michael Cohen?

25 A. Gmail.com.

1 Q. And what was the subject line?

2 A. "Wiring instructions."

3 Q. And the date of this email?

4 A. October 26, 2016.

5 This is now October 26, 2016.

6 Q. Thank you.

7 What does the body of the email say?

8 A. There is no body of the email.

9 Q. Is there an attachment?

10 A. Yes.

11 Q. What is the attachment?

12 A. My wiring instructions.

13 MR. STEINGLASS: Can we see Page 2 in this
14 exhibit.

15 (Displayed.)

16 Q. Is this, Page 2, is this the wiring instructions to
17 wire money to your attorney/client trust account?

18 A. Yes.

19 Q. What made you resend these instructions?

20 A. Cohen's repeated assertion that he didn't have my
21 wiring instructions despite the fact they were repeatedly sent
22 to him previously.

23 Q. I am now showing you People's 284 in evidence. Do you
24 recognize this?

25 A. Yes.

1 Q. And what is this?

2 A. Michael Cohen had called me and said: Hey, everything
3 is A-okay. We got everything we need. You know we're sending
4 you the money.

5 So I told him that I didn't believe him, and he
6 forwarded this email to me.

7 Q. And where was the email from that he was forwarding to
8 you?

9 A. First Republic Bank.

10 Q. What was the subject line that he was forwarding to
11 you?

12 A. "First Republic Bank Transfer."

13 Q. From which email address did he send this to you?

14 A. TrumpOrg.com.

15 Q. Does it look like he also forwarded it to his own Gmail
16 account?

17 A. Yes.

18 Q. Now, does this -- can we look at the bottom. Does this
19 appear to be a forwarded email?

20 A. Yes.

21 Q. Who was the original email, from whom to whom?

22 A. This is from, it looks like Liz Rappaport, assistant to
23 Gary Farro -- to Michael Cohen. Michael Cohen.

24 Q. What is the date of that -- the date and time of that
25 email being sent from Ms. Ms. Rappaport to Mr. Cohen?

1 A. I think this was 16 days after the original agreement
2 was entered into: October 16, 2016.

3 Q. What does the body say?

4 A. "Good afternoon, Mr. Cohen. The funds have been
5 deposited into your checking account. Entered in 1897. Best,
6 Lizzie."

7 Q. What did you take it to mean that Michael Cohen
8 forwarded you to this email?

9 A. It meant nothing to me.

10 Q. Why not?

11 A. Because he had my wiring instructions, all he needed to
12 do was wire funds, but he didn't wire funds, he forwarded me an
13 email saying that he had the money, not that he sent the money
14 to me.

15 Q. How would you describe Michael Cohen -- withdrawn.

16 During this time, were you also speaking with Michael
17 Cohen on the phone?

18 A. Yes.

19 Q. How would you describe his demeanor during this time?

20 A. He was highly excitable. Sort of a pants on fire kind
21 of guy. He had a lot of things going on. Frequently I would
22 be on the phone with him, he would take another call, he would
23 be talking out of two ears. Sort of like that movie with the
24 dogs and squirrels.

25 THE COURT: Mr. Steinglass, is this a good time to

1 break?

2 MR. STEINGLASS: We can break here.

3 THE COURT: All right.

4 Jurors, we're going to stop at this time. We're
5 going to pick up on Thursday at 10 a.m. We're going to
6 start a half hour later than usual.

7 I remind you, please, not to talk either among
8 yourselves or with anyone else about anything related to
9 the case.

10 Keep an open mind. Do not form or express an
11 opinion about the defendant's guilt or innocence until all
12 the evidence is in and I have given you my final
13 instructions on the law and you have begun your
14 deliberations.

15 Do not request, accept, agree to accept or discuss
16 with any person the receipt or acceptance of any payment or
17 benefit in return for supplying any information concerning
18 the trial.

19 Report directly to me any attempt within your
20 knowledge involving an attempt by any person improperly to
21 influence you or any member of the jury.

22 Do not visit or view any of the locations
23 discussed in the testimony.

24 Do not use any program or electronic device to
25 search for and view the locations discussed in the

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1 testimony.

2 Do not read, view or listen to any accounts or
3 discussions of the case, that includes the reading or the
4 listening to the reading of any transcripts of the trial or
5 the reading of posts on any court site.

6 Do not attempt to research any fact, issue or law
7 related to the case.

8 Do not communicate with anyone about the case by
9 any means, including by telephone, text message, email or
10 the internet.

11 And do not Google or otherwise search for
12 information about the case or the law which applies to the
13 case or the people involved in the case.

14 Have a good night.

15 I will see you Thursday.

16 (Jury leaving courtroom.)

17 THE COURT: Please be seated.

18 Mr. Davidson, you can step out.

19 (Witness leaving courtroom.)

20 ***

21 THE COURT: So I asked the jury to come back at
22 10. We have our hearing at 9:30. Let's get started at
23 9:30 sharp. I don't think we will need more than a half
24 hour.

25 Thank you.

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1 Have a good night.

2 (Whereupon, the trial in this matter stood
3 adjourned to Thursday, May 1, 2024.)

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